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Attorneys for Plaintiff MILENKA CORRAL and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MILENKA CORRAL, individually, and as an aggrieved employee pursuant to the Private Attorneys General Act,

Plaintiff,

v.

JMW CABINETS, INC. d/b/a CABINETS PLUS, a California Corporation; and DOES 1 through 50, Inclusive,

Defendants.

PAGA ACTION

Case No.: 30-2024-01376239-CU-OE-CXC

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

Assigned for all purposes to:
The Honorable Melissa R. McCormick

Location: Department CX105

Date: September 10, 2026
Time: 2:00 P.M.

PLEASE TAKE NOTICE that on September 10, 2026, at 2:00 P.M., in Department CX105 of the above-entitled court located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA, 92701, Plaintiff Milenka Corral will move the Court for an order approving settlement of this action under the Private Attorneys General Act.

The Motion will be made on the grounds that the proposed Settlement is fair, adequate, reasonable, and in the best interest of Plaintiff, all Aggrieved Employees, and the State of California.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declaration of Andrew E. Hillier, the PAGA Settlement Agreement, all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

Dated: May 27, 2026

HARLAN HILLIER DIGIACCO LLP

By: ______________________________
Andrew E. Hillier, Esq.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Milenka Corral brought this action against her former employer, Defendant JMW Cabinets, Inc. d/b/a Cabinets Plus, under the Private Attorneys General Act ("PAGA") for alleged Labor Code violations. The PAGA Action encompasses 21 Aggrieved Employees who collectively worked 2,599 PAGA Pay Periods during the PAGA Period. After extensive discovery, analysis, and mediation, the parties settled the dispute for $100,000.00, or $38.48 per pay period.

Plaintiff requests that the Court review and approve the settlement. (See Former Cal. Lab. Code, § 2699, subd. (l)(2); now Cal. Lab. Code, § 2699, subd. (s)(2) [the trial court must "review and approve any settlement of any civil action filed pursuant to this part"].) If the Court deems the settlement fair and acceptable, the parties request that the Court approve the Settlement and enter the Proposed Order and Judgment permitting the Settlement to be carried out according to the terms of the Settlement Agreement.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On August 18, 2023, Plaintiff Corral submitted a Notice of Labor Code Violations to the Labor and Workforce Development Agency ("LWDA") describing the following alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order: (1) Failure to Pay Minimum Wages Under Labor Code §§ 1194, 1197, 1197.1; (2) Failure to Pay Overtime Under Labor Code § 510; (3) Meal Period Violations Under Labor Code § 226.7; (4) Rest-Break Violations Under Labor Code § 226.7; (5) Failure to Provide Accurate Wage Statements Under Labor Code § 226(a); (6) Failure to Timely Pay Wages Upon Termination Under Labor Code §§ 201–203; (7) Failure to Reimburse Necessary Business Expenses Under Labor Code §§ 2800 and 2802; (8) Violation of Business & Professions Code § 17200 et seq.; and (9) a claim under the Private Attorneys General Act, Labor Code § 2698 et seq. (Declaration of Andrew E. Hillier ["Hillier Decl."] ¶ 15.) On January 26, 2024, Plaintiff filed the instant action alleging the same causes of action.

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Thereafter, Defendant produced a pre-dispute arbitration agreement requiring Plaintiff to adjudicate her individual claims through arbitration. The parties stayed this representative action and proceeded with Plaintiff's individual claims. The parties participated in arbitration proceedings with arbitrator Christine Page, Esq., from May 5, 2025, to May 8, 2025, to adjudicate Plaintiff's individual claims. (Hillier Decl. ¶ 18.) After Ms. Page issued the Final Award on October 10, 2025, the parties agreed to mediate the remaining representative PAGA claims. Defendant provided the time and payroll records for a sampling of Aggrieved Employees as well as all applicable policies and procedures. Plaintiff engaged an expert data analyst to review Defendant's data and to help prepare the damages analysis. (Hillier Decl. ¶ 19.)

On November 7, 2025, the parties attended a private mediation with Jonathan D. Andrews, Esq. (Hillier Decl. ¶ 20.) After extensive negotiations, the parties agreed to general settlement terms first memorialized in a memorandum of understanding, with the parties continuing to work together to negotiate and sign the long-form PAGA Settlement Agreement now before the Court for approval. (Hillier Decl., Ex. 1.) PAGA Counsel has concluded that the Settlement is fair, reasonable, and in the best interests of the Aggrieved Employees and the State, and respectfully requests that the Court approve the Settlement. (Hillier Decl. ¶ 21.)

III. SUMMARY OF SETTLEMENT

A. Aggrieved Employees

The Settlement covers "Aggrieved Employees," defined as all individuals who are or previously were employed by Defendant in California in the Designer/Outside Salesperson role at any time during the PAGA Period, which is defined as the period from August 18, 2022, through November 7, 2025. (Hillier Decl. ¶ 22.) Defendant's data showed that there were 21 Aggrieved Employees who collectively worked 2,599 PAGA Pay Periods during the PAGA Period.

B. Settlement Fund

Defendant will pay a total settlement amount of $100,000.00 ("Gross Settlement Amount"), or $38.48 per pay period. (Hillier Decl., ¶ 25.) This amount will be distributed first for settlement administration and attorneys' fees and costs. The remaining balance ("Net Settlement Amount") shall be distributed according to former Labor Code section 2699, subdivision (i)—75%

shall be distributed to the LWDA and 25% shall be distributed to the Aggrieved Employees.[1]

Under the Settlement Agreement, the Gross Settlement Amount is allocated as follows:

Settlement Administration:	$3,250.00
Attorneys' Fees:	$33,333.33
Litigation Costs:	$9,000.00
75% to LWDA:	$40,812.50
25% to Aggrieved Employees:	$13,604.17

Each Aggrieved Employee shall receive a portion of the Net Settlement Amount on a pro rata basis, calculated as the ratio of pay periods that individual worked during the PAGA Period to the total pay periods worked by all Aggrieved Employees during the PAGA Period. This results in an average payment amount of approximately $647.82 for each Aggrieved Employee while preserving their right to bring their own individual claims. (Hillier Decl. ¶ 25.) Each settlement payment sent by the Settlement Administrator shall be accompanied by a letter explaining why the check is being sent. (Hillier Decl. ¶ 38, Ex. 5.)

Individual PAGA Payments are characterized as civil penalties rather than wages and are reported on IRS Form 1099. (Settlement Agreement, ¶ 3.2.3.2.) No payroll tax withholding is taken from Individual PAGA Payments. The Aggrieved Employees assume responsibility for any taxes owed on amounts received. The PAGA Counsel Fees Payment and Litigation Expenses Payment are likewise reported on IRS Form 1099. (Settlement Agreement, ¶ 4.4.3.)

If the LWDA does not move to intervene and/or vacate the judgment or settlement approval order, and if no appeal is filed from the judgment or settlement approval order, then Defendant shall fully fund the Gross Settlement Amount within thirty (30) days after the Effective Date. Within fourteen (14) days after funding, the Administrator will mail all Individual PAGA Payments, the LWDA PAGA Payment, and the other Court-approved payments. (Settlement Agreement, ¶¶ 4.3–4.4.) If an appeal is filed, Defendant shall fund the Settlement no later than thirty (30) days after the date the judgment is affirmed, in whole or in material part, and no longer

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[1] Plaintiff filed this matter prior to the recent PAGA reforms, as discussed in Section IV, *infra.*

subject to further appeal. (Settlement Agreement, ¶ 4.3.)

Any Individual PAGA Payment check that remains uncashed 180 days after issuance shall be voided, and the funds shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee, in accordance with the Settlement Agreement. (Settlement Agreement, ¶ 4.4.3.)

As required by former Labor Code section 2699, subdivision (l)(2)—now subdivision (s)(2)—Plaintiff has submitted the proposed settlement documents to the LWDA. (Hillier Decl. ¶ 40, Ex. 6.)

C. Release

The Aggrieved Employee Release is as follows:

"All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all 'Released PAGA Claims.' 'Released PAGA Claims' means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, the Operative Complaint, and the PAGA Notice submitted by Plaintiff Corral to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual non-PAGA claims of any individuals." (Settlement Agreement, ¶ 5.1.)

D. Consideration to Plaintiff

Plaintiff is not receiving any enhancement award, service payment, or other separate consideration for her role as PAGA representative. Her individual claims and individual PAGA penalties were resolved in Arbitration and the individual settlement agreement entered into thereafter. (Settlement Agreement ¶ 9.2; Hillier Decl. ¶ 27.)

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IV. PRE-AMENDMENT PAGA GOVERNS THIS ACTION

This Settlement is governed by PAGA as it existed prior to the comprehensive amendments enacted by Assembly Bill 2288 and Senate Bill 92 (collectively, the "2024 PAGA Reforms"), which apply, by their express terms, only to civil actions in which the LWDA notice required by Labor Code section 2699.3 was filed on or after June 19, 2024. (Stats. 2024, ch. 44, § 5; Stats. 2024, ch. 45, § 7.) Plaintiff submitted her PAGA Notice to the LWDA on August 18, 2023—approximately ten months before the operative trigger date—and accordingly, the pre-amendment version of PAGA governs this Action in its entirety. (Hillier Decl. ¶ 15.) This is important in two principal respects. First, the pre-amendment 75%/25% allocation of PAGA penalties between the LWDA and the Aggrieved Employees applies under former Labor Code section 2699, subdivision (i), rather than the 65%/35% split established by Labor Code section 2699, subdivision (m), as added by the 2024 PAGA Reforms. The Settlement properly reflects that allocation, with 75% of the net PAGA Penalties ($40,812.50) directed to the LWDA and 25% ($13,604.17) distributed pro rata among the Aggrieved Employees. Second, the pre-amendment penalty framework under former Labor Code section 2699, subdivisions (f) and (g), governs Plaintiff's exposure calculation, including the default $100/$200 per-pay-period penalty structure without the new statutory caps (15% or 30%) for employers demonstrating "all reasonable steps" toward compliance under amended section 2699, subdivision (g). Plaintiff's maximum-exposure analysis set forth below is therefore properly grounded in the pre-amendment statute as it stood when the PAGA Notice was filed and when the underlying Labor Code violations occurred. No portion of the Settlement, the Released PAGA Claims, or the relief sought herein depends on or invokes any provision of the 2024 PAGA Reforms.

V. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

The settlement of a PAGA claim requires court approval. (Former Lab. Code, § 2699, subd. (l)(2); see now Lab. Code, § 2699, subd. (s)(2) ["The superior court shall review and approve any settlement of any civil action filed pursuant to this part"].) A PAGA claim asserted on a non-class representative basis is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (*See Arias v.*

Superior Court (2009) 46 Cal.4th 969, 980–988 [affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017, No. 1:15-CV-00191-DAD-BAM) 2017 WL 2729864, at *3.) A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

In a PAGA case, the Court's focus is not the monetary amount which Aggrieved Employees or the State are to receive, but instead whether the total settlement amount achieves PAGA's objectives. 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." (*Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D. Cal. Apr. 2, 2010, No. C 08-2073 RS) 2010 WL 1340777, at *4.) Penalties recovered under PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes." (Former Lab. Code, § 2699, subd. (i).)

The Court "should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Many of the factors relevant to evaluate class action settlements, such as "the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount," can be "useful in evaluating the fairness of a PAGA settlement." (*Ibid.*) The trial court has broad powers to determine whether a proposed settlement is fair. (*See Mallick v. Superior Court* (1979) 89 Cal.App.3d 434.) "The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement." (*In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 458.)

This Settlement resulted from hard-fought but efficient litigation. The Settlement fulfills the purposes of PAGA and, by any measure, is fair, adequate, and reasonable. (Hillier Decl. ¶ 21.) Based upon the alleged Labor Code violations, Plaintiff believes the total maximum realistic exposure for the PAGA penalties is approximately $259,900.00, without stacking penalties. (Hillier Decl. ¶ 24.)

The Gross Settlement Amount of $100,000.00 is a fair and reasonable settlement. This settlement results in a per-pay-period amount of approximately $38.48. The average Aggrieved Employee will receive about $647.82. (Hillier Decl. ¶ 25.)

Defendant disputes both the underlying liability and the calculation of potential penalties. Moreover, Plaintiff anticipates that Defendant would argue that the Court should exercise its discretion to significantly reduce any penalties awarded should Defendant be found liable. Under former Labor Code section 2699, subdivision (e)(2), the Court could find liability and yet award substantially reduced penalties, particularly given the size of Defendant's workforce and the discretionary nature of PAGA penalties.

Former Labor Code section 2699, subdivision (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." California courts routinely exercise this discretion to substantially reduce PAGA penalties on the merits. (*See Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528–529 [affirming penalty reduction of approximately 90% on the merits]; *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135–1136 [affirming penalty reduction of approximately 30% on the merits].) In departing from the $100/pay-period statutory maximum to arrive at the $100,000.00 Gross Settlement Amount, Plaintiff considered the realistic exposure in light of Defendant's defenses, the Court's discretion to reduce penalties under section 2699, subdivision (e)(2), and the manageability challenges of trying PAGA claims on a representative basis.

The Settlement also achieves PAGA's statutory purposes. *Moniz* directs the Court to evaluate the Settlement "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz, supra,* 72 Cal.App.5th at p. 77.) The Settlement furthers each of these purposes: (i) Remediation, by returning $13,604.17 directly to the 21 Aggrieved Employees in pro rata Individual PAGA

Payments averaging approximately $647.82 per employee; (ii) Deterrence, by requiring Defendant to pay a substantial sum relative to its workforce, with an escalator provision (Settlement Agreement ¶ 4.1.) that increases Defendant's exposure if pay-period counts exceed 2,599 by more than 10% (2,859 or more), and (iii) Maximum Enforcement, by delivering $40,812.50 to the LWDA for "enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities" under former Labor Code section 2699, subdivision (i). All this has been achieved without the expense, delay, and risk of contested representative trial.

Plaintiff's maximum exposure calculation reflects 2,599 PAGA Pay Periods multiplied by the default $100 per-pay-period civil penalty under former Labor Code section 2699, subdivision (f), yielding a theoretical maximum of $259,900.00. The Gross Settlement Amount of $100,000.00 therefore represents approximately 38.48% of maximum exposure—a 61.52% discount reflecting the litigation risks, judicial discretion to reduce penalties under former section 2699, subdivision (e)(2), and trial-management challenges discussed above. PAGA Counsel submits that this is an excellent result for the State and the Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation. (Hillier Decl. ¶ 21.)

Given the exposure, potential defenses, and the discretionary nature of PAGA penalties, Plaintiff believes that this is a reasonable settlement of the PAGA claims, which will not affect any Aggrieved Employee's right to pursue underlying Labor Code violations against Defendant if he or she chooses to do so.

VI. NOTICE

"[A] PAGA action is a statutory action for penalties brought as a proxy for the State," and as such, "there is no need to protect absent employees' due process rights[.]" (*Williams v. Superior Court, supra,* 3 Cal.5th at p. 546.) "Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*Ochoa-Hernandez v. Cjaders Foods, Inc., supra,* 2010 WL 1340777, at *5.) A representative PAGA action need not satisfy class action requirements, and no due process concern arises from the fact that there are "nonparty aggrieved employees who are not given notice of, and an opportunity to be heard in, a representative action that is not brought as a class action." (*Arias v. Superior Court,* *supra,* 46 Cal.4th at p. 984.) "PAGA does not make other potentially aggrieved employees parties" to the action, and no "due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake." (*Williams v. Superior Court, supra,* 3 Cal.5th at pp. 546–547.)

Even though notice is not required, the Settlement Administrator will send a cover letter to the Aggrieved Employees with their penalty payments explaining the nature of the checks. (Hillier Decl. ¶ 38, Ex. 5.)

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

A. The Governing Standard

Former Labor Code section 2699, subdivision (g)(1) entitles a prevailing PAGA plaintiff to "an award of reasonable attorney's fees and costs." (Former Lab. Code, § 2699, subd. (g)(1); see now Lab. Code, § 2699, subd. (k)(1).) The California Supreme Court has expressly endorsed the percentage-of-recovery method for fee awards in representative cases, holding that "the percentage method is a valuable tool that should not be denied our trial courts." (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503.) A trial court using the percentage method "has discretion to conduct a lodestar cross-check" but is not required to do so. (*Id*. at pp. 504–506.) PAGA Counsel supports the requested $33,333.33 fee under both lenses below.

B. The Requested Fee Is Reasonable as a Percentage of Recovery

The requested $33,333.33 fee represents one-third of the $100,000.00 Gross Settlement Amount. That percentage falls squarely within the range routinely approved by California and federal courts in wage-and-hour representative settlements. (See *Craft v. Cnty. of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1124 [study finding "that most fee awards in common fund class actions were between 20% and 40% of the gross monetary settlement"]; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 50 [fee should be "within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

The reasonableness of the one-third percentage is further supported by the fact that it was the product of arm's-length negotiation between experienced counsel as part of a mediated

Settlement. Defendant agreed not to oppose a fee request not to exceed one-third of the Gross Settlement Amount. (Settlement Agreement ¶ 3.2.1; Hillier Decl. ¶ 30.) Such negotiated, agreed-upon fee provisions reflect the market for legal services in comparable representative litigation. (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 437; *Blum v. Stenson* (1984) 465 U.S. 886, 902, fn. 19.)

The factors California courts consider in evaluating the reasonableness of a percentage award—quality of representation, novelty and complexity of the issues, results obtained, and contingent risk *Lealao, supra*, 82 Cal.App.4th at page 26—each support the requested fee. PAGA Counsel achieved a Gross Settlement Amount representing approximately 38.48% of the maximum theoretical exposure for the benefit of the State and the 21 Aggrieved Employees, undertook the representation on a wholly contingent basis, and brought to bear substantive expertise in California Labor Code enforcement and PAGA-specific procedural and substantive law. (Hillier Decl. ¶¶ 3-14.)

C. The Lodestar Cross-Check Confirms Reasonableness

PAGA Counsel provides the following lodestar information as a cross-check on the reasonableness of the requested percentage fee. The calculation below includes only hours attributable to the PAGA-representative work—namely, pre-suit investigation and preparation of the August 18, 2023 LWDA notice and demand letters, drafting and filing the operative Complaint, preparation for and attendance at the November 7, 2025 mediation before Jonathan D. Andrews, Esq., negotiation of the memorandum of understanding, negotiation and drafting of the long-form Settlement Agreement, and preparation of this approval motion and supporting papers. Hours attributable solely to Plaintiff's individual claims and the arbitration proceeding are excluded. (Hillier Decl. ¶ 29, Ex. 3.)

PAGA Counsel reasonably expended 68.43 hours on the PAGA-representative work through the filing of this Motion, applying hourly rates of $750.00 for Mr. Hillier and Mr. DiGiacco (Partners), $300.00 for Mr. Matos (Associate), and $175.00 for Mr. Felix (Law Clerk). (Hillier Decl. ¶¶ 29, 32, Ex. 3.) These are the reasonable and usual hourly rates charged by each timekeeper for similar services, and are the same rates awarded to PAGA Counsel in the arbitration of Plaintiff's individual claims. (Hillier Decl. ¶ 29; see *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Applying these rates to the hours reasonably expended yields a base lodestar of $35,021.50. The requested $33,333.33 fee is therefore less than PAGA Counsel's actual lodestar for the PAGA-representative work, representing a negative multiplier of approximately 0.95. Where, as here, the requested fee is less than the base lodestar, the fee is plainly reasonable under the lodestar cross-check. (See *Laffitte, supra,* 1 Cal.5th at pp. 504–506.)

D. The Litigation Costs Were Reasonably Incurred

Under the Settlement Agreement, PAGA Counsel may seek reasonable litigation costs and expenses, supported by declaration, not to exceed $9,000.00 from the Gross Settlement Amount. (Settlement Agreement ¶ 3.2.1.) PAGA Counsel requests reimbursement of $9,000.00 of the actually incurred litigation expenses of $9,945.12, itemized in PAGA Counsel's cost ledger attached as Exhibit 4 to the Hillier Declaration. These expenses include filing fees, mediation fees, and other costs ordinarily billed to and paid by the client. (Hillier Decl. ¶ 35, Ex. 4.)

E. Selection of the Settlement Administrator

The parties solicited competitive bids from three qualified settlement administration firms. After reviewing the bids and the firms' qualifications, the parties jointly selected Apex Class Action LLC ("Apex") to serve as the Settlement Administrator. Apex was selected based on the experience of its team in PAGA and class settlement administration, its data-security procedures, including its SOC 2 Type 2 certification, its Professional Liability and Cyber Liability insurance coverage, the absence of any ownership or affiliation between Apex and the parties or counsel, and its competitive "not to exceed" bid of $3,250.00. (Concurrently filed Declaration of Sean Hartranft of Apex Class Action LLC in Support of Motion for Approval of Representative Action Settlement ("Hartranft Decl.") ¶¶ 2–5, 7 & Exs. A–B.) Apex has agreed, as a condition of appointment, to be bound by the Settlement Agreement and to perform, as a fiduciary, all duties specified therein in exchange for payment of Administration Expenses not to exceed $3,250.00. (Settlement Agreement, ¶ 6.1; Hartranft Decl. ¶¶ 1–2, 7.)

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VIII. CONCLUSION

The proposed Settlement as documented in the Settlement Agreement is fair, adequate, reasonable, and in the best interest of the Aggrieved Employees and the State of California. Plaintiff respectfully requests that the Court approve the Settlement and order that the Settlement be carried out according to the terms of the Settlement Agreement.

Dated: May 27, 2026

HARLAN HILLIER DIGIACCO LLP

By: ______________________________

Andrew E. Hillier, Esq.