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similarly aggrieved employees and the putative
class

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

ANDREW CRUZ, and LUIS SILVA,
individually, and on behalf of all similarly
aggrieved employees and the putative class,

Plaintiffs,

vs.

MESA ENERGY SYSTEMS, INC., a California
corporation; EMCOR FACILITIES SERVICES,
INC., an Ohio corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. BCV-23-103858

*Assigned for all purposes to Hon. Gregory A.
Pulskamp. Div. J*

**PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: April 18, 2025

Time: 8:30 a.m.

Division: J

[Filed Concurrently with Gold Declaration; Cruz
Declaration; Silva Declaration; and Hartranft
Declaration]

Complaint Filed: November 19, 2023

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on April 18, 2025 at 8:30 a.m. in Division J of the above-
3 captioned Court located at 1215 Truxtun Avenue, Bakersfield California 93301, Plaintiffs Andrew
4 Cruz and Luis Silva (together, “Plaintiffs”) will and hereby do move the Court for an Order granting
5 approval of the California Labor Code Private Attorneys General Act of 2004, California Labor Code
6 sections 2698, *et seq.* (“PAGA”) settlement.

7 Specifically, Plaintiffs request that the Court enter an Order:

- 8 1. Granting approval pursuant to California Labor Code section 2699(l)(2) of the PAGA
9 Settlement Agreement (“Agreement” or “Settlement Agreement”) attached as **Exhibit 3**
10 to the Declaration of Karen I. Gold in Support of Plaintiffs’ Motion for Approval of PAGA
11 Settlement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement
12 Administration Costs (“Gold Decl.”);
- 13 2. Directing the distribution of the Gross Settlement Amount of One Million Four Hundred
14 Seventy-Five Thousand Dollars and Zero Cents (\$1,475,000.00) pursuant to the terms of
15 the Agreement;
- 16 3. Approving the Net Settlement Amount, estimated to be Nine Hundred & Fourteen
17 Thousand Six Hundred Twenty-Eight Dollars and Forty-Seven Cents (\$914,628.47), of
18 which seventy-five percent (75%) will be distributed to the California Labor and
19 Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of which will
20 be distributed to the Aggrieved Employees;
- 21 4. Approving an award of reasonable attorneys’ fees of Five Hundred Sixteen Thousand Two
22 Hundred Fifty Dollars and Zero Cents (\$516,250.00) to Blackstone Law, APC (“PAGA
23 Counsel”), which is equal to 35% of the Gross Settlement Amount;
- 24 5. Approving the amount of Sixteen Thousand Five Hundred Seventy-One Dollars and Fifty-
25 Three Cents (\$16,571.53) to PAGA Counsel for reimbursement of actual litigation costs
26 and expenses pursuant to California Labor Code section 2699(g)(1);
- 27 6. Approving award of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiff
28 Andrew Cruz and Plaintiff Luis Silva as a General Release Fee, for \$20,000 in total;

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTUAL AND PROCEDURAL BACKGROUND	2
III.	THE SETTLEMENT TERMS	4
	A. Scope of the Settlement.....	4
	B. Definition of the Aggrieved Employees.....	4
	C. Amount of Settlement	5
	D. Allocation and Funding of the Gross Settlement Amount	5
IV.	STANDARD FOR APPROVAL OF PAGA SETTLEMENT	7
V.	THE AGREEMENT IS FAIR, JUST AND REASONABLE	9
	A. Plaintiffs Faced Substantial Risks in Proceeding with this Litigation	10
	B. Reasonable Range of Defendants’ Exposure	11
	C. Expense, Complexity, and Likely Duration of Further Litigation	12
	D. The Benefits Conferred by the Agreement Balance in Favor of Approval	13
	E. The Scope of the Release is Narrowly Tailored.....	13
	F. The Opinions of Experienced Wage and Hour Counsel Favor Approval	13
	G. The Extent of Discovery and Stage of Proceedings Favor Approval	14
VI.	THE REQUESTED PAGA COUNSEL FEES IS FAIR AND REASONABLE	14
VII.	THE REQUESTED LITIGATION EXPENSES ARE FAIR AND REASONABLE....	18
VIII.	THE REQUESTED ADMINISTRATION EXPENSES ARE FAIR AND	
	REASONABLE	18
IX.	THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE..	19
X.	CONCLUSION.....	20

TABLE OF AUTHORITIES

Cases

<i>Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.</i> , 46 Cal.4th 993 (2009).....	8
<i>Amaral v. Cintas Corp. No. 2</i> , 163 Cal.App.4th 1157 (2008)	11
<i>Apple Computer, Inc. v. Superior Court, supra</i> , 126 Cal.App.4th at 1270.....	17
<i>Arias v. Sup. Ct.</i> , 46 Cal.4th 969 (2009)	9
<i>Arias</i> , 46 Cal. 4th, at 987	13
<i>Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.</i> 480 F.Supp. 1195 (S.D.N.Y. 1979).....	17
<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal.App.4th 715, 726 (2004).....	19
<i>Bernstein v. Virgin Am., Inc.</i> , 3 F.4th 1127, 1144 (9th Cir. 2021).....	11
<i>Casida v. Sears Holdings Corp.</i> , 2012 U.S. Dist. LEXIS 9302 (E.D. Cal. Jan. 25, 2012).....	7
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009).....	9, 19
<i>Consumer Privacy Cases</i> , 175 Cal.App.4th 545 (2009)	16, 17
<i>In re Activision Sec. Litigation</i> , 723 F. Supp. 1373 (N.D. Cal. 1989)	15
<i>In re Ampicillin Antitrust Litig.</i> , 526 F.Supp. 494 (D.D.C. 1981)	17
<i>In re Bluetooth Headset Prods. Liab. Litig.</i> , 654 F.3d 935 (9th Cir. 2011).....	16
<i>In re TD Ameritrade Account Holder Litig.</i> , 2011 U.S. Dist. LEXIS 103222 (N.D. Cal. Sep. 12, 2011)	7
<i>Ketchum v. Moses</i> , 24 Cal.4th 1122 (2001)	16
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008).....	10
<i>Laffitte v. Robert Half Int'l, Inc.</i> , 1 Cal.5th 480 (2016).....	15, 16, 17
<i>Lealao v. Beneficial Cal., Inc.</i> , 82 Cal.App.4th 19 (2000)	16, 17
<i>Mallick v. Sup. Ct.</i> , 89 Cal.App.3d 434 (1979).....	9
<i>Maria P. v. Riles</i> , 43 Cal.3d 1281 (1987)	15
<i>Mendez v. Tween Brands, Inc.</i> , 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010)	8
<i>Ochoa-Hernandez v. Cjaders Foods, Inc.</i> , 2010 U.S. Dist. LEXIS 32774 (Apr. 2, 2010).....	8
<i>Officers for Justice v. Civil Service Com.</i> , 688 F.2d 615 (9th Cir. 1982)	7, 13

1	<i>Resendez v. Bridgestone Retail Operations, LLC</i> , Los Angeles County Superior Court, Case No.	
2	BC596892 (June 2016)	17
3	<i>Sandoval v. Roadlink United States Pac., Inc.</i> , 2011 U.S. Dist. LEXIS 130378, at 26 (C.D. Cal. Nov.	
4	9, 2011)	14
5	<i>Serrano v. Priest</i> , 20 Cal.3d 25 (1977)	15
6	<i>Thurman v. Bayshore Transit Management, Inc.</i> , 203 Cal.App.4th 1112 (2012)	11
7	<i>Westside Community for Independent Living, Inc. v. Obledo</i> , 33 Cal.3d 348 (1983)	15
8	<i>Williams v. Superior Court</i> , 3 Cal. 5th 531 (2017)	14

9 Statutes

10	California Labor Code § 2699.3.....	2
11	California Labor Code sections 2698.....	2, 1
12	California Labor Code sections 2699	4
13	Cal. Code Civ. Proc. § 1021.5.....	15
14	Cal. Code Civ. Proc. § 382.....	8
15	Cal. Lab. Code § 2699.....	11, 14
16	Labor Code § 2699(l)	7
17	Labor Code § 2699(g)(l)(i).....	14
18	Labor Code §§ 2698	13

19 Other Authorities

20	Weil and Brown, California Practice Guide, <i>Civil Procedure Before Trial</i>	16
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22 Rules

23	California Rules of Court Rule 3.769	8
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION**

3 Pursuant to the California Labor Code Private Attorneys General Act, California Labor Code
4 sections 2698, *et seq.* (“PAGA”), Plaintiffs Andrew Cruz and Luis Silva (together, “Plaintiffs”) seek
5 approval of the PAGA Settlement Agreement (“Agreement” or “Settlement Agreement”) entered into
6 with Defendant Mesa Energy Systems, Inc. (“Mesa”) and Defendant EMCOR Facilities Services, Inc.
7 (“EFS”) (collectively hereinafter, “Defendants” & collectively with Plaintiffs, the “Parties”), which is
8 attached as **Exhibit 3** to the Declaration of Karen I. Gold. The Agreement terms are as follows:

- 9
- 10 • Scope of the Settlement: The Settlement resolves the PAGA claims of Plaintiffs’, the
11 Aggrieved Employees and the LWDA, related to all of each Defendant’s non-union
12 California employees. The Settlement also resolves all of Plaintiffs’ individual claims.
13 The scope of the Settlement was substantially affected by the existence of many individual
14 arbitration agreements and several collective bargaining agreements (“CBAs”). As part of
15 the settlement, Plaintiffs’ putative class claims to be dismissed *without prejudice*.
 - 16 • Number of Aggrieved Employees: 705 individuals (during the period from August 9,
17 2022, through October 28, 2024).
 - 18 • Gross Settlement Amount: One Million Four Hundred Seventy-Five Thousand Dollars
19 and Zero Cents (\$1,475,000.00).
 - 20 • PAGA Counsel Fees Payment: Five Hundred Sixteen Thousand Two Hundred Fifty
21 Dollars and Zero Cents (\$516,250.00) (35% of the Gross Settlement Amount), to be paid
22 from the Gross Settlement Amount.
 - 23 • PAGA Counsel Litigation Expenses Payment: Sixteen Thousand Five Hundred Seventy-
24 One Dollars and Fifty-Three Cents (\$16,571.53), to be paid from the Gross Settlement
25 Amount.
 - 26 • General Release Fee: Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff
27 Andrew Cruz and Plaintiff Luis, which is collectively \$20,000, to be paid from the Gross
28 Settlement Amount.
 - Administration Expenses Payment: Not to exceed Seven Thousand Five Hundred & Fifty
Dollars and Zero Cents (\$7,550.00), to be paid from the Gross Settlement Amount.
 - Estimated Net Settlement Amount: Nine Hundred & Fourteen Thousand Six Hundred

Twenty-Eight Dollars and Forty-Seven Cents (\$914,628.47), of which 75% (\$685,971.35) will be paid to the California Labor and Workforce Development Agency (“LWDA”) and the remaining 25% (\$228,657.12) will be paid to the Aggrieved Employees.

As set forth herein, the Settlement Agreement is the product of informed discovery, arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the State of California and Aggrieved Employees. Plaintiffs therefore respectfully request that the Court grant approval of the proposed Settlement Agreement, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Mesa is a licensed, full-service HVAC, building automation, and retrofit contractor. Gold Decl., ¶ 20. EFS provides comprehensive facilities services ranging from mechanical maintenance and operations to energy-efficiency upgrades and supplier-managed interior/exterior maintenance. *Id.* Mesa employed Plaintiff Andrew Cruz (“Plaintiff Cruz”) as an hourly-paid, non-exempt shop assistant from approximately August 2021 to approximately October 2022. Cruz Decl., ¶ 2. EFS employed Plaintiff Luis Silva (“Plaintiff Silva”) as an hourly-paid, non-exempt HVAC technician from approximately September 2020 through approximately August 2022. Silva Decl., ¶ 2.

On August 9, 2023, Plaintiffs provided written notice by electronic submission to the LWDA and by U.S. Certified Mail to Defendants, pursuant to California Labor Code § 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants. Gold Decl., ¶ 21 & Ex. 1.

On November 19, 2023, Plaintiffs filed a Class & Collective Action Complaint in the case titled *Andrew Cruz et al. v. Mesa Energy Systems, Inc. et al.*, Kern County Superior Court, Case No. BCV-23-103858 (“Action”). *Id.*, at ¶ 22.

On May 3, 2024, the Parties advised the Court that they agreed to participate in private mediation and informal discovery. *Id.*, at ¶ 23. During the course of informal discovery, PAGA Counsel conducted a thorough investigation into the facts of the Action. *Id.*, ¶ at 24. This included obtaining data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiffs’ employee files, a sampling of Aggrieved Employees’ time and payroll data, Defendants’ Employee Handbook, and Aggrieved Employees’ data points so that Plaintiffs could assess the number of alleged potential violations and value of the recoverable penalties, as well as

1 evaluate the strengths and weaknesses of their claims. *Id.* Plaintiffs’ counsel also reviewed, analyzed
2 and researched the enforceability of the arbitration agreements at issue here, as well as the Collective
3 Bargaining Agreements. *Id.*, at ¶ 44.

4 Based on the data, information, and documents received, as well as thorough discussions with
5 Defendants’ counsel, PAGA Counsel was able to (i) determine the total number of distinct individuals
6 falling within the definition of “Aggrieved Employees” for the relevant statutory period, (ii) the
7 number of affected pay periods at issue among them, and (iii) construct a damages model that
8 calculated a reasonable range of PAGA penalties that could be awarded against Defendants within the
9 relevant statutory period. *Id.*, at ¶ 25. However, Defendants disputed Plaintiffs’ claims and disputed
10 both the existence and extent of liability as alleged by Plaintiffs, which allowed PAGA Counsel to
11 further assess the strength of Plaintiffs’ claims. *Id.* PAGA Counsel’s experience in litigating similar
12 representative wage and hour claims, the degree of investigation that was conducted here, and the
13 amount of data, information, and documents that was obtained, was sufficient to determine the
14 potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of
15 settlement. *Id.*

16 On October 28, 2024, the Parties participated in a formal mediation conducted by Michael
17 Dickstein, Esq., a neutral and respected mediator with extensive experience in complex wage and hour
18 matters. *Id.*, at ¶ 26. The Parties ultimately reached an agreement to resolve the PAGA claims asserted
19 in the Action. *Id.*

20 On January 24, 2025, Plaintiffs submitted an amended letter to the LWDA for Defendants’
21 alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226(a),
22 226.7, 245, 245.5, 246, 246.5, 247, 248.1, 248.2, 248.3, 249, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
23 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders
24 (“PAGA Notice”). *Id.*, at ¶ 27 & Ex. 2. As of the date of this filing, the LWDA has not responded
25 regarding the PAGA Notice. *Id.*

26 On February 14, 2025, Plaintiffs filed a First Amended Class & Collective Action Complaint
27 (“Operative Complaint”) in the Action, which, added the additional claims that were asserted in the
28 PAGA Notice. *Id.*, at ¶ 28.

1 The Parties believe the Settlement Agreement is fair, reasonable, and adequate. *Id.*, at ¶ 60.
2 The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a
3 compromise of Plaintiffs' PAGA claims, and that it is the desire and intention of the Parties to affect
4 a final and complete resolution of the PAGA claims in the Action.

5 Defendants deny all of the claims in the Action, and do not waive, but rather expressly reserve,
6 all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds
7 should the Settlement Agreement not become final. The Settlement Agreement reflects a compromise
8 reached to end litigation of the PAGA claims in the Action. Following significant investigation and
9 extensive settlement negotiations, Plaintiffs now seek approval of the proposed Settlement Agreement,
10 which will resolve the PAGA claims alleged in the Action. *Id.*, at ¶¶ 42-59.

11 In accordance with California Labor Code sections 2699 *et. seq.* and concurrently with the
12 filing of this Motion, a copy of the proposed Settlement Agreement was submitted to the LWDA via
13 online submission through the LWDA's website. *Id.*, at ¶ 72 & Ex. 3.

14 **III. THE SETTLEMENT TERMS**

15 **A. Scope of the Settlement**

16 The Settlement resolves Plaintiffs' PAGA claims on behalf of Defendants' non-union
17 California employees because of the existence of arbitration agreements and collective bargaining
18 agreements ("CBAs"). *Id.*, at ¶ 30. As part of the settlement, Plaintiffs' putative class claims to be
19 dismissed without prejudice. *Id.*

20 **B. Definition of the Aggrieved Employees**

21 For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall
22 be defined as all current and former non-unionized, non-exempt employees of Mesa or EFS in the
23 State of California during the PAGA Period. Gold Decl., ¶ 31, Ex 3; Settlement Agreement, ¶ 3(a)(5).
24 The "PAGA Period" is the period from August 9, 2022, through the pay period that includes December
25 31, 2024 (except as potentially modified by the escalator provision in Section 3(a)(8) of the Settlement
26 Agreement). *Id.* Based on its records, Defendants have represented that there are approximately 705
27 Aggrieved Employees who worked 45,549 pay periods during the period from August 9, 2022, through
28 October 28, 2024. Gold Decl., ¶ 31, Ex. 3; Settlement Agreement, ¶ 3(a)(8).

1 **C. Amount of Settlement**

2 The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary
3 Gross Settlement Amount of One Million Four Hundred Seventy-Five Thousand Dollars and Zero
4 Cents (\$1,475,000.00). Gold Decl., ¶ 32, Ex. 3; Settlement Agreement, ¶ 3(a).

5 If the actual number of pay periods during the PAGA Period exceeds 45,549 by more than
6 10% (i.e., if the Pay Periods exceed 50,104), then Defendants, at their option, can either choose to: (1)
7 cut off the end date for the PAGA Period as of the date on which the number of Pay Periods reaches
8 50,104, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage
9 increase in number of Pay Periods worked by the Aggrieved Employees in the PAGA Period above
10 the 10% (i.e., if there was an 11% increase in the number Pay Periods during the PAGA Period,
11 Defendants would agree to increase the Gross Settlement Amount by 1%). Gold Decl., ¶ 40, Ex. 3;
12 Settlement Agreement, ¶ 3(a)(8).

13 As of the date of this filing, the number of pay periods in the PAGA Period is estimated to be
14 approximately 48,392 and does not exceed 10%. Gold Decl., ¶ 41.

15 **D. Allocation and Funding of the Gross Settlement Amount**

16 The Gross Settlement Amount is a common fund and therefore includes all requested costs,
17 fees, and other allocations. Gold Decl., ¶ 32. The Gross Settlement Amount includes: (1) PAGA
18 Counsel's fees in the amount of 35% of the Gross Settlement Amount (i.e. \$516,250.00 if the Gross
19 Settlement Amount is \$1,475,000.00); (2) PAGA Counsel's actual litigation costs and expenses in the
20 amount of Sixteen Thousand Five Hundred Seventy-One Dollars and Fifty-Three Cents (\$16,571.53);
21 (3) General Release Fee in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to
22 Plaintiff Andrew Cruz and Plaintiff Luis, which is collectively \$20,000, to be paid from the Gross
23 Settlement Amount; and (4) Settlement Administration Costs, not to exceed Seven Thousand Five
24 Hundred & Fifty Dollars and Zero Cents (\$7,550.00). Gold Decl., ¶ 32, Ex. 3; Settlement Agreement,
25 ¶¶ 3(a)(1)-3(a)(7).

26 After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net
27 Settlement Amount will amount to approximately Nine Hundred & Fourteen Thousand Six Hundred
28 Twenty-Eight Dollars and Forty-Seven Cents (\$914,628.47), of which 75% (\$685,971.35) will be paid

1 to the California Labor and Workforce Development Agency (“LWDA”) and the remaining 25%
2 (\$228,657.12) will be paid to the Aggrieved Employees and distributed on a pro rata basis based on
3 individual versus total weeks worked during the PAGA Period. Gold Decl., ¶ 33, Ex. 3; Settlement
4 Agreement, ¶¶ 3(a)(6), 3(a)(7), & 5(b).

5 Within fourteen (14) calendar days after the Court’s order granting approval of the Settlement,
6 Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (the
7 “Aggrieved Employees List”), containing the following information for each Aggrieved Employee:
8 (i) full name; (ii) employee ID number; (iii) last four digits of SSN; (iv) last known mailing address;
9 and (v) dates worked for Defendants during the PAGA Period; and (vi) any other information
10 necessary for the Settlement Administrator to calculate pay periods worked during the PAGA Period
11 (“Aggrieved Employee List”). Gold Decl., ¶ 35, Ex. 3; Settlement Agreement, ¶ 5(c)(1).

12 Within thirty (15) calendar days of the Effective Date, Defendants will fund the Gross
13 Settlement Amount by transmitting the funds to a qualified settlement account established by the
14 Settlement Administrator for administration of this Settlement. Gold Decl., ¶ 36, Ex. 3; Settlement
15 Agreement, ¶ 5(a).

16 Within seven (7) calendar days after Defendants fund the Gross Settlement Amount and
17 received the Aggrieved Employee List, the Settlement Administrator will issue and transmit checks
18 for the Individual Allocation checks to Aggrieved Employees, the LWDA Payment to the LWDA,
19 Settlement Administration Costs to itself, the General Release Fee to Plaintiffs, the Attorney’s Fees
20 and Costs to PAGA Counsel. Gold Decl., ¶ 37, Ex. 3; Settlement Agreement, ¶¶ 5(c)(3)-5(c)(8).
21 Disbursement of the Attorneys’ Fees and Costs to PAGA Counsel will not precede disbursement of
22 Individual Allocation checks. Gold Decl., ¶ 37, Ex. 3; Settlement Agreement, ¶¶ 5(c)(3)-5(c)(8).

23 Prior to mailing the Individual Allocation checks, the Administrator will update the Aggrieved
24 Employees’ mailing addresses using the National Change of Address Database. Gold Decl., ¶ 38, Ex.
25 3; Settlement Agreement, ¶ 5(c)(2). For each PAGA Settlement Package that is returned undeliverable
26 within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly
27 attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-
28 trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package. Gold Decl., ¶ 38,

Ex. 3; Settlement Agreement, ¶ 5(c)(3).

Individual Allocation checks that are issued to Aggrieved Employees will be valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Gold Decl., ¶ 39. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s). *Id.* If the Court requires a cy pres, then the Parties shall designate CASA Advocates for Children or other agreed-upon charity acceptable to the Court. *Id.*

IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT

The settlement of a PAGA claim requires court approval. California Labor Code ("Lab. Code") § 2699(l). The Court must be mindful that a "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." *In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS 103222 at *24 (N.D. Cal. Sep. 12, 2011). "[T]he very essence of a settlement is ... 'a yielding of absolutes and an abandoning of highest hopes,'" as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." *Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624-26 (9th Cir. 1982). As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits," or "judged against a hypothetical or speculative measure of what might have been achieved." *Ibid.*

Although the California Labor Code does not set forth the criteria by which a PAGA settlement is to be evaluated, it is presumed that a reviewing court may take into consideration some of the factors that courts use when reviewing a class action settlement. However, "a PAGA claim asserted on a non-class representative basis...is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012).

A court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process distinct from approval of a class action settlement under Code of Civil Procedure Section 382 and California Rules of Court Rule 3.769. First, in evaluating the adequacy of

1 the settlement amount, the Court's focus is not concerned with the amount aggrieved employees are
2 to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective.
3 Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class
4 damages," and while a "[PAGA] action is ... designed to protect the public and penalize the employer
5 for past illegal conduct," a reviewing court must be mindful of the fact that settlement of a PAGA
6 claim involves a compromise. *Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 at *11
7 (E.D. Cal. June 30, 2010). "Unlike class actions, these civil penalties are not meant to compensate
8 unnamed employees because the action is fundamentally a law enforcement action." *Ochoa-*
9 *Hernandez v. Cjaders Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774 at *12 (Apr. 2, 2010). The Court
10 should not lose sight of the fact that, "[u]nlike a class action seeking damages or injunctive relief for
11 injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for
12 the government that otherwise may not have been assessed and collected by overburdened state
13 enforcement agencies." *Ibid.*

14 Second, consistent with the fact that unnamed employees have no property interest in a PAGA
15 claim, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the
16 ability to opt-out of the representative PAGA claim." *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS
17 32774 at *13. Indeed, "[PAGA] does not create property rights or any other substantive rights" as
18 "[i]t is simply a procedural statute allowing an aggrieved employees to recover civil penalties – for
19 Labor Code violations – that otherwise would be sought by state labor law enforcement agencies."
20 *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th 993, 1003 (2009). This
21 renders the approval process of a PAGA settlement distinct from a class action settlement, as there is
22 no need for the Court to employ the "two-step approval process" required under California Rules of
23 Court Rule 3.769.

24 Finally, unlike class action settlements, the scope of release permitted in a PAGA settlement
25 is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff
26 but also on government agencies and any aggrieved employee not a party to the proceeding...the
27 nonparty employees, because they were not given notice of the action or afforded any opportunity to
28 be heard, would not be bound by the judgment as to remedies other than civil penalties." *Arias v. Sup.*

1 Ct., 46 Cal.4th 969, 985-87 (2009). Thus, the scope of a release in a PAGA settlement is confined to
2 the PAGA penalties alleged in the complaint and/or the plaintiff's notice to the LWDA and to the
3 claims that were, or could have been, alleged pursuant to PAGA based on the factual allegations in
4 the complaint and/or the plaintiff's notice to the LWDA. In the cases at hand, as the only claims at
5 issue are PAGA claims, those will be the only claims extinguished through the Settlement.

6 **V. THE AGREEMENT IS FAIR, JUST AND REASONABLE**

7 Preliminarily, California courts recognize that "a presumption of fairness exists where . . . [a]
8 settlement is reached through arm's-length bargaining." *Wershba v. Apple Computer, Inc.*, 91
9 Cal.App.4th 224, 245 (2001); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785,
10 799 (2009)). Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the
11 Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA
12 claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length
13 and effort by counsel with significant experience in similar complex labor and employment matters,
14 and with the assistance of an experienced neutral wage and hour mediator. Gold Decl., ¶¶ 42-60.

15 Moreover, in deciding whether to approve a proposed settlement, a trial court has broad powers
16 to determine if it is fair given the circumstances of the case. *Mallick v. Sup. Ct.*, 89 Cal.App.3d 434,
17 438 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement
18 is "fair, adequate, and reasonable." *Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted). A
19 settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor
20 does the settlement have to obtain one hundred percent of the damages sought to be fair and reasonable.
21 *Wershba*, 91 Cal.App.4th at 246, 250. In evaluating the reasonableness of a settlement, a trial court
22 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
23 further litigation, the risk of maintaining class action status through trial, the amount offered in
24 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
25 views of counsel, the presence of a governmental participant, and the reaction of the class members to
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the proposed settlement.”¹ *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008). Even though a Kullar analysis is not required for approval of a PAGA settlement, a brief analysis is included to support approval of the Settlement Agreement. *See* Gold Decl., ¶¶ 42-59.

These factors require balancing and are non-exhaustive. Trial courts should therefore tailor the factors to each case and give due regard to “what is otherwise a private consensual agreement between the parties.” *Dunk, supra*, 48 Cal. App. 4th at 1801.

A. Plaintiffs Faced Substantial Risks in Proceeding with this Litigation

Plaintiffs and their counsel considered numerous risks in assessing the range of Defendants’ reasonable exposure in this action.

First, although Plaintiffs initially filed this as a class and PAGA action, Plaintiffs agreed to dismiss their putative class claims without prejudice after Defendant provided evidence of widescale applicable arbitration agreements with class action waivers and Collective Bargaining Agreements (“CBAs”). Gold Decl., ¶¶ 30, 44. After reviewing these documents and further researching the issue, Plaintiffs and their counsel were informed and believed that there was little chance of this matter proceeding as a putative class action, and therefore Plaintiffs and their counsel negotiated to dismiss the class claims *without prejudice* to other putative class members’ ability to later file their own claims (individually or as their own putative class action(s)), should they wish to pursue such claims in the future. *Id.*

Second, throughout this litigation, Defendants maintained that they have compliant employment policies and practices throughout the time period at issue. Gold Decl., ¶ 49. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs seek penalties under PAGA. *Id.* Defendants further denied, and continue to deny, that the lawsuits are appropriate for representative treatment for any purpose other than settlement. *Id.* Defendants also challenged Plaintiffs’ standing as aggrieved employees and denied that any of Defendants’ other employees whom Plaintiffs seek to represent are aggrieved. *Id.*

¹ As Plaintiffs are settling only the PAGA claims in this Action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

1 Thus, Plaintiffs faced substantial procedural and merits-based risks to proceeding with this litigation.

2 **Third**, Defendants argued that an important feature of PAGA is that the Court retains discretion
3 to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise
4 would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” Ibid; Lab. Code §
5 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1136
6 (2012) (holding that a court may reduce the amount of PAGA penalties awarded to an employee based
7 upon discretionary factors).

8 **Fourth**, Defendants contend that any and all violations that may have occurred would only be
9 considered “initial violations” and thus heightened “subsequent violation” penalties would not be
10 warranted because they were not on notice of the alleged violations. Gold Decl., ¶ 52; Lab. Code §
11 2699(f)(2); *see also Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-09 (2008) (“Until the
12 employer has been notified that it is violating a Labor Code provision [...], the employer cannot be
13 presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to
14 penalties.”). For example, Defendant argued that while PAGA does provide the potential for a
15 heightened penalty for subsequent violations, courts are often hesitant to award a heightened penalty
16 where there is no prior citation by the Labor Commissioner, as is the case here. *See Bernstein v. Virgin*
17 *Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (holding no heightened penalty where defendant was not
18 notified by Labor Commissioner or any court that it was subject to the California Labor Code).

19 **Fifth**, Defendants contended that, with respect to PAGA claims, the Court would be unlikely
20 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
21 violations, because it would supposedly be unjust, arbitrary, oppressive, and/or confiscatory,
22 especially where certain conduct may be regulated by multiple provisions of the California Labor Code
23 that are interrelated and work in tandem. Gold Decl., ¶ 53.

24 **B. Reasonable Range of Defendants’ Exposure**

25 Taking each of these arguments into consideration, Plaintiffs and their counsel concluded that
26 the range of realistic litigation outcomes with respect to Plaintiffs’ PAGA claims are as follows:

- 27 (1) **Minimum reasonable estimate of exposure:** Presuming no stacking of PAGA
28 penalties, no heightened penalties, and an overall 25% violation rate: 45,073 PAGA

pay periods x \$100 per employee per pay period x 0.25 = **\$1,126,825**;

- (2) ***Reasonable estimate of exposure (lower end)***: Presuming stacking of PAGA penalties but no derivative penalties and no heightened penalties and an overall 25% violation rate for each violation: 45,073 PAGA pay periods x \$100 per employee per pay period x 3 violations (meal breaks, rest breaks and overtime violations) x 0.25 = **\$3,380,475**;
- (3) ***Reasonable estimate of exposure (higher end)***: Presuming stacking of PAGA penalties but no derivative penalties and no heightened penalties and an overall 50% violation rate for each violation: 45,073 PAGA pay periods x \$100 per employee per pay period x 3 violations (meal breaks, rest breaks and overtime violations) x 0.5 = **\$6,760,950**; and
- (4) ***Maximum reasonable estimate of exposure***: Presuming stacking of PAGA penalties but no derivative penalties and no heightened penalties and an overall 75% violation rate for each violation: 45,073 PAGA pay periods x \$100 per employee per pay period x 3 violations (meal breaks, rest breaks and overtime violations) x 0.75 = **\$10,141,425**.

Thus, Plaintiffs and their counsel estimated that Defendants' reasonable range of exposure in this lawsuit was \$1,126,825 to \$10,141,425.

C. Expense, Complexity, and Likely Duration of Further Litigation

The likely expense, complexity and duration of litigation absent settlement is considerable here. Representative PAGA actions and putative class actions often involve, *inter alia*: (i) numerous percipient witness interviews and depositions, (ii) extensive document and data production, review and analysis (including class-wide time and pay records), (iii) multiple expert witnesses (including their reports, studies, depositions, etc.), (iv) motion(s) to compel arbitration (including potential interlocutory appeals); (v) motions for class certification, (vi) potential motions for decertification of the class, and (vii) appeal(s). Gold Decl., ¶ 56. Such matters often linger for years as the case works its way through the superior court and appellate court(s), and do so at a high cost in attorney and party time and costs. *Id.* Thus, the expense, complexity and likely duration of further litigation supports approval of the pending Settlement.

///

1 **D. The Benefits Conferred by the Agreement Balance in Favor of Approval**

2 The Settlement Agreement provides a *significant* monetary benefit that falls well within the
3 range of an acceptable settlement under the circumstances, which is the standard on which the instant
4 Agreement must be judged. As held by the Ninth Circuit: “The proposed settlement is not to be judged
5 against a hypothetical or speculative measure of what might have been achieved by the negotiators.”
6 *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d at 625 (emphasis in original).

7 Here, Plaintiffs and their counsel negotiated a ***PAGA-only settlement*** in the amount of
8 \$1,475,000.00 on behalf of the state of California and 705 Aggrieved Employees, ***resulting in an***
9 ***average gross settlement on a per employee basis of approximately \$1,297.35 (of which 25% goes***
10 ***to the Aggrieved Employee and 75% goes to the LWDA)***. Gold Decl., ¶ 58. These employees worked
11 a combined total of 45,549 pay periods, resulting in an ***average gross PAGA-only settlement on a per***
12 ***pay period basis of \$20.09 (of which 25% goes to the Aggrieved Employee and 75% goes to the***
13 ***LWDA)***. *Id.* There can be little dispute that the Settlement reached here between the parties confers a
14 substantial benefit on the State of California and the Aggrieved Parties. *See id.* Moreover, all
15 Aggrieved Employees’ rights to pursue any later individual or putative class action against Defendant
16 is preserved under the terms of the agreement, resulting in significant non-monetary benefits to any
17 Aggrieved Employees who may believe that they too suffered wage and hour violations for which they
18 may later seek redress. *See* Gold Decl., ¶ 30.

19 **E. The Scope of the Release is Narrowly Tailored**

20 As discussed above, the California Supreme Court has concluded that in the context of PAGA
21 “the nonparty employees, because they were not given notice of the action or afforded any opportunity
22 to be heard, would not be bound by the judgment as to remedies other than civil penalties.” *See Arias*,
23 46 Cal. 4th, at 987. Thus, the release provided in exchange for the foregoing consideration is limited
24 to the civil penalties asserted in the Operative Complaint and Plaintiffs’ PAGA Notice to the LWDA,
25 under California Labor Code §§ 2698 *et seq.* *See* Settlement Agreement, at ¶ 6(b). As such, this factor
26 balances strongly in favor of approval of the Agreement.

27 **F. The Opinions of Experienced Wage and Hour Counsel Favor Approval**

28 PAGA Counsel is experienced in complex representative and class action wage-and-hour

litigation. Gold Decl., ¶¶ 6-17. In the view of PAGA Counsel, the benefits conferred by the Agreement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Agreement. Gold Decl., ¶¶ 30-60. Furthermore, courts have acknowledged that “the interests of a plaintiff, counsel, and other potentially aggrieved employees are largely aligned. All stand to gain from proving as convincingly as possible as many Labor Code violations as the evidence will sustain[.]” *Williams v. Superior Court*, 3 Cal. 5th 531, 548 (2017) (citing Labor Code § 2699(g)(1)(i)). This factor therefore also weighs in favor of approval.

G. The Extent of Discovery and Stage of Proceedings Favor Approval

“[F]ormal discovery is not a necessary ticket to the bargaining table, as the relevant consideration is whether the parties have sufficient information to make an informed decision about settlement.” *See Sandoval v. Roadlink United States Pac., Inc.*, 2011 U.S. Dist. LEXIS 130378, at 26 (C.D. Cal. Nov. 9, 2011) (internal quotation marks and citations omitted).

Here, the extent of informal discovery conducted was sufficient to enable PAGA Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. Gold Decl., ¶¶ 5, 26. Prior to settling, Defendants provided Plaintiffs with data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiffs’ employee files, a sampling of Aggrieved Employees’ time and payroll data, Defendants’ Employee Handbook, and Aggrieved Employees’ data points. *Id.*, at ¶ 22. As discussed above, PAGA Counsel’s investigation was sufficient to, among other things, estimate the rates of alleged California Labor Code violations at issue during the relevant statutory period and identify the total number of individuals falling within the definition of “Aggrieved Employees” for the relevant statutory period. *Id.*, at ¶ 25.

Based on PAGA Counsel’s extensive experience litigating wage and hour claims, such investigation was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement. *Ibid.* This factor therefore also weighs in favor of approval.

VI. THE REQUESTED PAGA COUNSEL FEES IS FAIR AND REASONABLE

As the prevailing party in settlement, Plaintiffs are entitled to recover attorneys’ fees and costs

1 for bringing their PAGA claims. Lab. Code § 2699(g) (“Any employee who prevails in any action
2 shall be entitled to an award of reasonable attorney’s fees and costs.”). PAGA Counsel is also entitled
3 to attorneys’ fees pursuant to Code of Civil Procedure section 1021.5(a), as the instant action has
4 resulted in the enforcement of important rights benefitting the public and secures monetary recovery
5 for the State of California as well as the Aggrieved Employees. A fee award is justified where the
6 legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles*,
7 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33
8 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number of persons
9 are entitled in common to a specific fund, and an action brought by a plaintiff ... for the benefit of all
10 results in the creation or preservation of that fund, such plaintiff ... may be awarded attorney’s fees out
11 of the fund.”).

12 In *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 506 (2016), the California Supreme Court
13 confirmed that “[t]he percentage of fund method survives in California class action cases.”
14 Specifically, the *Laffitte* Court held:

15 “The recognized advantages of the percentage method-including relative
16 ease of calculation, alignment of incentives between counsel and the class,
17 a better approximation of market conditions in a contingency case, and the
18 encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation-convince us the percentage method
is a valuable tool that should not be denied our trial courts.”

19 *Id.*, at 503 (internal citation omitted).

20 Fee awards of roughly thirty-five percent (35%) of the Gross Settlement Amount are
21 reasonable and commonplace in California courts. Historically, attorneys’ fee awards in common fund
22 cases in general range from 20% to 50% of the fund, depending on the circumstances of the case. *See*
23 *Newberg on Class Actions*, (3rd Ed.), 1992, §14.03 (finding 50% to be the upper limit). Class
24 Counsel’s request for thirty-five percent (35%) of the settlement sum for attorneys’ fees is within
25 established rates for fee awards in class settlements pursuant to the common fund doctrine, especially
26 in light of the excellent results achieved in this case. *See In re Activision Sec. Litigation*, 723 F. Supp.
27 1373, 1379. (N.D. Cal. 1989). In class action litigation, the typical percentage negotiated between
28 parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Gold Decl., ¶ 66.

1 Class Counsel's request of 35% falls within these typical fee arrangements. *See e.g. Laffitte v. Robert*
2 *Half Internat. Inc.*, 1 Cal. 5th 480, 506 (2016) (California Supreme Court upholding 1/3 fees award
3 on \$19 million settlement); *Consumer Priv. Cases*, 175 Cal. App. 4th 545, 558, 96 Cal. Rptr. 3d 127,
4 137 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar
5 method is used, fee awards in class actions average around one-third of the recovery."); *Chavez v.*
6 *Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008).

7 While trial courts have discretion to apply either a lodestar method or percentage-of-the-fund
8 method, the California Supreme Court has taken the position that trial courts also "retain the discretion
9 to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested
10 percentage fee." *Lafitte*, 1 Cal.5th at 506; *see also Wershba*, 91 Cal.App. 4th at 253. Courts award
11 fees to serve as an economic incentive for lawyers to undertake litigation, and thereby enhance and
12 facilitate access to the judicial system for adjudication of meritorious claims, and to deter wrongdoing.
13 This is especially true in situations where multiple similar alleged wrongs would not be economically
14 feasible to pursue individually, such as here. Trial courts have "wide latitude" in assessing the value
15 of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of
16 discretion." *Lealao v. Beneficial Cal., Inc.*, 82 Cal.App.4th 19, 41 (2000); *see also Laffitte*, 1 Cal.5th
17 at 506 (holding that "trial court did not abuse its discretion in using [the percentage of fund method],
18 in part to approve the fee request"). Indeed, it is long settled that the "experienced trial judge is the
19 best judge of the value of professional services rendered in his court." *Ketchum v. Moses*, 24 Cal.4th
20 1122, 1132 (2001).

21 The percentage method is particularly appropriate where a monetary settlement has been
22 recovered and "the benefit [recovered can be] easily quantified." *In re Bluetooth Headset Prods. Liab.*
23 *Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). Where the amount of a settlement is a "certain or easily
24 calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage
25 of the settlement created. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*,
26 Chapter 14, section 14:145; *Dunk, supra*, 48 Cal. App. 4th at 1808. The percentage fee method is
27 preferred in representative actions because "it better approximates the workings of the marketplace
28 than the lodestar approach." *Lealao, supra*, 82 Cal.App.4th at 49. California law provides that the

1 award for attorneys' fees should be equivalent to fees freely negotiated in the legal marketplace and
2 paid in comparable litigation based on the result achieved and risk incurred. *See Lealao*, 82
3 Cal.App.4th at 47-50; *Laffitte*, 1 Cal.5th 480 at 503. In cases where the settlement agreement provides
4 that the defendant will pay the plaintiffs' attorneys a percentage of the fund created by the settlement,
5 use of that percentage method is appropriate. *Lealao*, 82 Cal.App.4th at 32. Fee awards that are too
6 small will "chill the private enforcement essential to the vindication of many legal rights and obstruct
7 the representative actions that often relieve the courts of the need to separately adjudicate numerous
8 claims." *Id.* at 53. Therefore, fees in representative actions should approximate the probable terms of
9 a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id.*
10 at 48. "The ultimate goal ... is the award of a 'reasonable' fee to compensate counsel for their efforts,
11 irrespective of the method of calculation." *Consumer Privacy Cases*, 175 Cal.App.4th 545, 557-58
12 (2009) (quoting *Apple Computer, Inc. v. Superior Court*, *supra*, 126 Cal.App.4th at 1270).

13 PAGA Counsel's application for attorneys' fees in light of the facts and circumstances
14 surrounding the cases is within the range of reasonableness. Historically, courts have awarded fees as
15 high as fifty percent (50%) of the settlement in complex actions, depending on the circumstances of
16 the case. *See In re Ampicillin Antitrust Litig.*, 526 F.Supp. 494 (D.D.C. 1981) (awarding attorneys'
17 fees in the amount of 45% of the \$7.3 million total settlement amount); *Beech Cinema, Inc. v.*
18 *Twentieth-Century Fox Film Corp.* 480 F.Supp. 1195 (S.D.N.Y. 1979) (awarding approximately 53%
19 of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards
20 "average[ing] around one-third of the recovery." *Chavez*, 162 Cal.App.4th at 66 (trial court found the
21 range of contingency fees in marketplace to be 20 to 40 percent and determined such a percentage fee
22 was appropriate); *see also, e.g., Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles County
23 Superior Court, Case No. BC596892 (June 2016) (approving a fee award of one-third of the settlement
24 amount of \$950,000 in a PAGA action, because it was "reasonable and consistent with fee awards in
25 class action cases").

26 Here, PAGA Counsel's fee request of thirty-five percent (35%) of the settlement of the Gross
27 Settlement Amount (*i.e.*, \$516,250.00) is fair and reasonable based on the percentage of the recovery
28 method. As set forth in the declaration of Karen Gold, Plaintiffs' counsel treats mediations as "practice

1 runs” for trial, and routinely invest substantial time and money into fully developing the facts and the
2 law governing the action before participating in mediation. Gold Decl., ¶ 63. Such an approach
3 regularly results in strong settlements for Plaintiffs’ counsel because they are better able to respond to
4 any potential legal or factual issues raised by Defendant.

5 PAGA Counsel has vigorously litigated this case since it was commenced, with the very real
6 possibility of an unsuccessful outcome and no fee recovery of any kind. Gold Decl., ¶ 67. Counsel
7 for Plaintiffs undertook significant investigation and invested a significant amount of time analyzing
8 relevant documents and data to evaluate the nature and extent of the alleged underlying California
9 Labor Code violations and calculation of the potential monetary recovery as they relate to Plaintiffs’
10 PAGA claims under PAGA. Gold Decl., ¶¶ 43-44. PAGA Counsel possesses combined extensive
11 experience litigating wage and hour and other complex litigation matters, and the attorneys who
12 worked on this matter have been approved as class counsel and/or have had their billable rates
13 approved in the settlement of other class and PAGA actions, numerous times. Gold Decl., ¶¶ 6-17.

14 In the present cases, PAGA Counsel has borne all of the risks and costs of litigation and will
15 not receive any compensation until recovery is obtained. Gold Decl., ¶ 67. PAGA Counsel are
16 experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result
17 for Plaintiffs, the Aggrieved Employees, and the State of California. Ibid. Considering the amount of
18 fees requested, work performed, risks incurred, and experience of PAGA Counsel in handling similar
19 matters, Plaintiffs maintain that the requested attorneys’ fees of thirty-five percent (35%) of the Gross
20 Settlement Amount (i.e., \$516,250.00) are reasonable and should be awarded. Gold Decl., ¶ 61.

21 **VII. THE REQUESTED LITIGATION EXPENSES ARE FAIR AND REASONABLE**

22 The Agreement provides for reimbursement of actual litigation costs and expenses. Gold Decl.,
23 ¶ 61; Ex. 3; Settlement Agreement, ¶ 3(a)(1). PAGA Counsel only seeks reimbursement of a total of
24 Sixteen Thousand Five Hundred Seventy-One Dollars and Fifty-Three Cents (\$16,571.53) in litigation
25 costs and expenses. Gold Decl., ¶ 61, Ex. 4. Accordingly, PAGA Counsel respectfully requests that
26 the Court approve the request for PAGA Counsels’ actual litigation costs and expenses.

27 **VIII. THE REQUESTED ADMINISTRATION EXPENSES ARE FAIR AND REASONABLE**

28 As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval

1 by the Court, APEX Class Action, LLC, to handle the administration of the Agreement. Gold Decl.,
2 ¶ 69; Settlement Agreement, ¶ 3(a)(3). The fees and expenses of the Administrator are estimated not
3 to exceed \$7,550.00. Hartranft Decl., ¶¶ 6-7. These costs include, but are not limited to, expenses for
4 preparing, printing, and mailing the PAGA Settlement Package and Individual Allocation checks to
5 the Aggrieved Employees, re-mailing the returned Individual Allocation checks to any new addresses
6 obtained, and handling inquiries from Aggrieved Employees regarding the Agreement, among other
7 things. Gold Decl., ¶ 69. Accordingly, the Court should grant approval of the Administration Expenses
8 Payment in the amount of up to \$7,550.00 to APEX Class Action, LLC, a necessary third-party for
9 handling the settlement process. Ibid.

10 **IX. THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE**

11 The purpose of an enhancement award is to incentivize aggrieved employees to step into the
12 shoes of the state labor agency and undertake the responsibilities associated with initiating a lawsuit
13 and serving in a representative capacity. *See, e.g., Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715,
14 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in bringing the action);
15 *Clark v. Am. Residential Servs., LLC*, 175 Cal.App.4th 785, 804 (2009) (“an incentive award is
16 appropriate ‘if it is necessary to induce an individual to participate in the suit’”). Plaintiffs initiated
17 this litigation on behalf of the State of California and their former co-workers who will now be entitled
18 to receive payment from the Agreement. By initiating and pursuing the Action, Plaintiffs stepped into
19 the shoes of the State of California and undertook the responsibilities of serving in representative
20 capacities. Gold Decl., ¶ 71; Cruz Decl., ¶ 5; Silva Decl., ¶ 5. Plaintiffs were available whenever
21 Plaintiffs’ counsel needed them and actively tried to obtain information that would benefit the
22 prosecution of the Action. Gold Decl., ¶ 71; Cruz Decl., ¶ 6; Silva Decl., ¶ 6. The General Release
23 Fee for Plaintiff Silva and Plaintiff Cruz are reasonable given the time and effort they spent on this
24 matter, their services on behalf of the State of California and the Aggrieved Employees, and their
25 broader, general release of claims. Gold Decl., ¶ 70.

26 Accordingly, Plaintiffs respectfully submit that it is appropriate and just for Plaintiffs to each
27 receive an General Release Fee in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00,
28 which would collectively total \$20,000.00) in addition to the Individual Allocation check they

1 separately will receive as an Aggrieved Employee, for their services on behalf of the State of California
2 and the other Aggrieved Employees, as well as for the broader, general release of their claims. Gold
3 Decl., ¶ 70.

4 **X. CONCLUSION**

5 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
6 Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, General Release
7 Fee, and Settlement Administration Costs and grant the relief requested herein.

8 Respectfully submitted,

9 Dated: March 12, 2025

BLACKSTONE LAW, APC

10
11 By: 

12 _____
13 Karen I. Gold
14 Sara Pezeshkpour
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16 Marissa A. Mayhood

17 Attorneys for Plaintiffs ANDREW CRUZ, and
18 LUIS SILVA, individually, and on behalf of all
19 similarly aggrieved employees and the putative
20 class
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