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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHRISTINA AWAD and SCOTT FORD,
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: February 5, 2025

Time: 1:30 p.m.

Dept: H

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

2 **PLEASE TAKE NOTICE** that on February 5, 2025, at 1:30 p.m., or as soon thereafter as
3 the matter may be heard, before the Honorable Sheila S. Lichtblau, judge presiding, in Department H
4 of the above referenced Court located at 3501 Civic Center Drive, San Rafael, California 94903
5 Plaintiffs Christina Awad and Scott Ford (collectively, "Plaintiffs") will seek an Order approving the
6 concurrently Joint Stipulation of Settlement and Release ("Agreement" or "Settlement Agreement")
7 under the Private Attorneys General Act, pursuant to the procedures set forth in Labor Code section
8 2698, *et seq.*

9 This motion will be based on this notice of motion, the attached memorandum of points and
10 authorities, the accompanying declarations of Kristen M. Agnew, Kyle Nordrehaug, Plaintiff
11 Christina Awad, Plaintiff Scott Ford and Julie Green (CPT Group), the records and file herein, and
12 on such other evidence as may be presented at the hearing of the motion.

13
14 DATED: January 9, 2025

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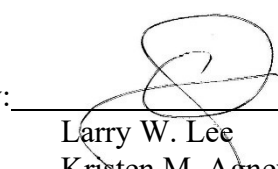
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16 By: 
17 Larry W. Lee
18 Kristen M. Agnew
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1

2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiffs Christina Awad and Scott Ford (collectively, “Plaintiffs”) filed this representative
5 Private Attorneys General Act of 2004 (“PAGA”) action on behalf of two groups of employees: (1)
6 current and former non-exempt employees of Defendant Magnit, LLC (f.k.a. PRO Unlimited, Inc.)
7 (“Defendant Magnit”) assigned to work at Defendant BioMarin Pharmaceutical, Inc. (Defendant
8 “BioMarin”) as contingent workers in California; and (2) non-exempt employees of Defendant
9 BioMarin in California. Plaintiffs’ core theories of liability arise from Defendant Magnit and
10 Defendant BioMarin (collectively, “Defendants”) alleged policies and practices of: (1) failing to pay
11 minimum, regular and/or overtime wages for all hours worked; (2) failing to provide off-duty meal
12 and rest breaks and/or pay 226.7 premium wages at the regular rate of pay; (3) failing to pay overtime
13 at the regular rate of pay; (4) failing to pay sick pay wages at the regular rate of pay; (5) failing to
14 provide accurate itemized wage statements; (6) failing to pay all wages when due; and (7) failing to
15 reimburse employees for required expenses. Based on these alleged violations, Plaintiffs seek civil
16 penalties under PAGA, on behalf of themselves, aggrieved employees and the Labor and Workforce
17 Development Agency (“LWDA”).

18 Plaintiffs now respectfully request that the Court approve this non-reversionary representative
19 PAGA settlement¹, in which Defendants have agreed to pay \$400,000.00 (“Gross Settlement
20 Amount”). After deducting administration costs and requested attorneys’ fees and costs,
21 approximately \$226,645.55 will be available for distribution to PAGA Group Members and the
22 California Labor and Workforce Development Agency (“LWDA”). Consistent with PAGA, twenty-
23 five percent (25%) of this amount will be allocated to PAGA Group Members and the remaining
24 seventy-five percent (75%) will be paid to the LWDA.

25

26

27 ¹ The Joint Stipulation of Settlement and Release (“Agreement” or “Settlement Agreement”) under
28 the Private Attorneys General Act, California Labor Code section 2698 *et seq* is attached to the
Declaration of Kristen M. Agnew as **Exhibit 1**. All defined terms in this motion have the same
definition as that in the Settlement.

As demonstrated below and in the accompanying declaration of Kristen M. Agnew, the proposed settlement warrants the Court’s approval. The settlement was reached with the assistance of a private mediator and after appropriate investigation and discovery. Furthermore, the proposed release is narrowly tailored to release only claims for civil penalties under PAGA predicated on the Labor Code and IWC Wage Order violations alleged in Plaintiffs’ PAGA Notices and the Operative Complaint.

II. PROCEDURAL HISTORY

A. Plaintiffs’ Employment with Defendants.

Defendant BioMarin is global biotechnology company. Defendant Magnit is a contingent workforce management company that provides contingent workers and payrolling services to its clients, including BioMarin. Defendant Magnit assigned Plaintiff Christina Awad (“Plaintiff Awad”) to Defendant BioMarin during the approximate period of November 10, 2021, to November 11, 2022. *See* Declaration of Christina Awad (“Awad Decl.”) ¶ 2. Plaintiff Scott Ford directly worked for Defendant BioMarin as a Facilities Coordinator/Planner from October 2019 through August 3, 2023. *See* Declaration of Scott Ford (“Ford Decl.”) ¶ 2. For the duration of their employment, Plaintiffs were non-exempt, hourly employees. *See* Awad Decl. ¶ 2; Ford Decl. ¶ 2.

B. The Procedural History of the Instant *Awad* Action.

On November 29, 2022, Plaintiff Awad submitted a written notice under Labor Code section 2699.3 to the LWDA alleging that Defendants violated Labor Code sections 201-203, 204, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, CCR Title 8, Sections 11040(5)(A)-(B) & 11070(14), and applicable Wage Orders (“Awad PAGA Notice”). *See* Agnew Decl. ¶ 3, Exhibit 2. Plaintiff Awad subsequently filed the instant representative PAGA action predicated on the Labor Code violations set forth in the Awad PAGA Notice. *See id.* at ¶ 5.

On July 6, 2023, the Court compelled Plaintiff Awad’s individual PAGA claim to arbitration and ordered the representative PAGA claims stayed pending resolution of the arbitration. *See* Agnew Decl. ¶¶ 4, 6. While in arbitration, Plaintiff Awad and Defendants Magnit and BioMarin exchanged initial disclosures. *See id.* at ¶ 7. The initial disclosures identified relevant documents and witnesses and set forth penalties of analyses of Plaintiff Awad’s individual claims. *See id.* Defendants Magnit

1 and BioMarin also produced Plaintiff Awad’s time and payroll records, personnel file, and employee
2 handbook, which contained the applicable wage and hour policies. *See id.*

3 **C. The Procedural History of the Related *Ford* Action.**

4 On August 7, 2023, Plaintiff Ford submitted a written notice under Labor Code section 2699.3
5 to the LWDA alleging that Defendant BioMarin violated Labor Code sections 201, 202, 203, 226(a),
6 226.7, 246 and 512 pursuant to Labor Code section 2699 (“Ford PAGA Notice”). *See* Agnew Decl.
7 ¶ 8, Exhibit 3. Shortly thereafter, Plaintiff Ford filed a Class Action Complaint in the matter entitled,
8 *Scott Ford v. BioMarin Pharmaceutical Inc.*, Superior Court of California, County of Marin, Case
9 No. CV0000674 (“*Ford* Action”). *See id.* at ¶9. The original complaint asserted class claims
10 predicated on the Labor Code violations set forth in the Ford PAGA Notice. *See id.* Plaintiff Ford
11 subsequently filed a First Amended Representative Action Complaint, in which he asserts a single
12 cause of action for violation of PAGA. *See id.* at ¶ 10.

13 On December 1, 2023, the Court in the *Ford* Action granted Defendant BioMarin’s motion to
14 compel arbitration of Plaintiff Ford’s individual PAGA claims and stayed the representative PAGA
15 claims pending resolution of the arbitration. *See* Agnew Decl. ¶ 11. Following the submission of the
16 individual claims to arbitration, Plaintiff Ford and Defendant BioMarin met and conferred to discuss
17 the factual allegations and the merits of their respective claims and defenses. *See id.* at ¶ 13. They
18 also served and exchanged initial disclosures and relevant documents, including Plaintiff Ford’s time
19 and payroll records, personnel file, and employee handbook, which contained the applicable wage
20 and hour policies. *See id.* at ¶ 14.

21 **D. The Parties Agree to a Global Mediation of the *Awad* and *Ford* Actions.**

22 Plaintiffs and Defendants (collectively, the “Parties”) agreed to participate in an early global
23 mediation with the Honorable Brian C. Walsh (Ret.). *See* Agnew Decl. ¶ 15. Defendants produced
24 data relevant to the potential value of the claims, including the number of PAGA Group Members,
25 the aggregate number of pay periods worked by PAGA Group Members, a twenty-five percent (25%)
26 sampling of time and payroll records of BioMarin’s non-exempt California workforce, and a twenty-
27 five percent (25%) sampling of time and payroll records of non-exempt contingent workers of
28 Defendant Magnit assigned to work at Defendant BioMarin in California. *See id.* at ¶¶ 16, 17.

Defendants also took a full day deposition of Plaintiff Awad. *See id.* at ¶ 7. Plaintiffs’ Counsel retained Berger Consulting Group to analyze the time and payroll records produced by Defendants. *See id.* at ¶ 18. Berger Consulting extrapolated the payroll data by Defendants, which Plaintiffs’ Counsel utilized to prepare a penalties analysis as to the value of the PAGA claims. *See id.*

On September 24, 2024, the Parties participated in an all-day global mediation with Judge Walsh. *See Agnew Decl.* ¶ 20. During mediation, the Parties vigorously debated their opposing legal positions and the legal bases for the claims and defenses. *See id.* After a full day of negotiation and with a mediator’s proposal, the Parties were able to reach an agreement for settlement and the key terms. *See id.* The Parties thereafter worked to memorialize the terms of the settlement in a Memorandum of Understanding and subsequently executed a long-form settlement agreement now before the Court. *See id.* at ¶¶ 20, 21.²

E. Amendment of the Complaint in *Awad*.

As a condition of settlement, Plaintiffs agreed to stipulate to the filing of a First Amended Representative Action Complaint in the *Awad* Action. *See Agnew Decl.* ¶ 22. On January 3, 2025, Plaintiff Awad filed the First Amended Representative Action Complaint (the “FAC”). *See id.* at ¶ 23. The FAC adds Plaintiff Ford as a PAGA representative and includes any and all claims and theories alleged in the *Ford* Action that were not already alleged in the Action. The FAC is the operative complaint.

III. SUMMARY OF THE PROPOSED PAGA SETTLEMENT

Based on their own independent investigation and evaluation, Plaintiffs’ Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of Plaintiffs and the PAGA Group Members, in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, the various defenses asserted by Defendant, and the

² Plaintiff Awad and Plaintiff Ford entered into separate releases of the individual wage and hour claims alleged in their representative arbitration actions. *See Agnew Decl.* ¶ 64.

1 numerous potential appellate issues. *See* Agnew Decl. ¶ 52; Declaration of Kyle Nordrehaug
2 (“Nordrehaug Decl.”) ¶ 6. The material terms of the settlement are described below and set forth in
3 detail in the concurrently filed Settlement Agreement.

4 **A. The PAGA Group Members.**

5 The Settlement covers (i) all past and present, California based, non-exempt employees of
6 Defendant Magnit assigned to work at Defendant BioMarin as contingent workers at any time during
7 the PAGA Period (“Magnit PAGA Group Members”); and (ii) all past and present non-exempt
8 California employees of Defendant BioMarin employed at any time during the PAGA Period
9 (“BioMarin PAGA Group Members”). *See* Settlement Agreement (“SA”) § II-K. Collectively, the
10 Magnit PAGA Group Members and BioMarin PAGA Group Members constitute the PAGA Group
11 Members. *See id.* The PAGA Period is the period of November 29, 2021 through December 27, 2024.
12 *See id.* at § II-N. Defendants have determined that there are approximately 938 PAGA Group
13 Members. *See id.* at § II-K.

14 **B. The Gross Settlement Amount and Estimated Distributions to the LWDA and**
15 **PAGA Group Members.**

16 The Settlement Agreement requires Defendants to pay the gross amount of Four Hundred
17 Thousand Dollars (\$400,000.00) (“Gross Settlement Amount”). *See* SA §§ II-F, IV-A. The Gross
18 Settlement Amount was calculated with, and is premised on, Defendants’ representation that PAGA
19 Group Members worked approximately 38,798 pay periods during the period of November 29, 2021
20 through September 24, 2024. *See id.* at § IV-B. Thus, on raw average, Defendants will pay
21 approximately \$10.30 per pay period to resolve the claims alleged in the operative FAC. *See* Agnew
22 Decl. ¶ 26.

23 Plaintiffs currently estimate that this amounts to \$226,645.55 will be available for distribution
24 to the LWDA and PAGA Group Members. *See* Agnew Decl. ¶ 28. This represents the balance of the
25 Gross Settlement Amount remaining after deductions for approved Attorneys’ Fees and Costs, and
26 Settlement Administration Costs. *See* SA §§ II-H, II-I. Seventy-five percent (75%) of this amount –
27 *i.e.* \$169,984.16 will be paid to the LWDA (the “LWDA Payment”). *See id.* at § II-H; Agnew Decl.
28 ¶ 28. The remaining twenty-five percent – *i.e.* \$56,661.39 – is the Net Settlement Amount and will

1 be paid to PAGA Group Members. *See* SA at § II-I; Agnew Decl. ¶ 28.

2 Based on the number of PAGA Group Members (938), employees will be entitled to recover,
3 on average, up to approximately \$60.40 each. *See* Agnew Decl. ¶32. The amount that any particular
4 PAGA Group Member will be entitled to recover will be greater or lower than this average depending
5 on the number of Qualifying Pay Periods in which the employee worked, with some entitled to receive
6 more, and others less. *See* SA § IV-G.³ This is fair, as it directly allocates greater penalties to
7 individual PAGA Group Members who have allegedly suffered greater harm. *See* Agnew Decl. ¶ 32.
8 The Individual Settlement Payments to PAGA Group Members shall be categorized as penalties for
9 tax purposes. *See* SA § IV-H.⁴

10 **C. Attorneys' Fees and Litigation Costs.**

11 As part of the Settlement, Defendants do not object to Plaintiffs' Counsel's request for
12 attorneys' fees of approximately one-third of the Gross Settlement Amount, *i.e.*, currently the sum
13 of One Hundred Thirty-Three Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three
14 Cents (\$133,333.33), and reimbursement for actual litigation costs, subject to the Court finally
15 approving this Settlement. *See* SA II-B. Plaintiff's Counsel's anticipated actual litigation costs total
16 \$30,271.12. *See* Agnew Decl. ¶ 29. Any portion of the requested attorneys' fees and/or costs not
17 approved by the Court shall be added to the amount available for distribution to the LWDA and
18 PAGA Group Members. *See* SA II-B.

19 **D. Settlement Administration Costs.**

20 Finally, the Settlement provides for the payment of the fees and expenses reasonably incurred
21 by the Settlement Administrator. *See* SA §§ II-T, III-E. The Parties have agreed to utilize CPT Group
22

23 ³ The term "Qualifying Pay Period(s)" means a pay period in which (i) Magnit PAGA Group
24 Members who worked as contingent workers at Defendant BioMarin during the PAGA Period; and
25 (ii) BioMarin PAGA Group Members who worked at Defendant BioMarin during the PAGA
Period. *See id.* at § II-V.

26 ⁴ If any checks from the Settlement remain uncashed after 90 days, the Settlement Administrator
27 will distribute the funds represented by the uncashed checks to the State of California Unclaimed
28 Property Fund in the name of the PAGA Group Member whose check went uncashed. *See* SA § V-
E.

1 to administer the settlement. *See id.* at § UI-T. The administration costs are estimated to be Nine
2 Thousand Seven Hundred Fifty Dollars (\$9,750). *See id.* at §§ II-T, III-E; *see* Declaration of Julie
3 Green ¶ 8, Exhibit B.

4 **E. Scope of the Released Claims.**

5 Upon payment of the Gross Settlement Amount, Plaintiffs, the State of California, and PAGA
6 Group Members will release Defendants and the Released Parties from:

7
8 All the claims, charges, complaints, liens, demands, causes of action,
9 obligations, damages and liabilities, known or suspected, that each
10 PAGA Group Member had, now has, or may hereafter claim to have
11 against the Released Parties, and that were asserted in the Operative
12 Complaint, or that could have been asserted based on any of the facts
13 or allegations alleged in the Operative Complaint, Awad PAGA
14 Notice, and Ford PAGA Notice that have arisen during the PAGA
Period. The Released Claims specifically include violations of Labor
Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3,
233, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198, 2699, 2802,
California Code of Regulations, Title 8, Sections 11040, Subd. 5(A)-
(B) & 11070(14), and all applicable Wage Orders and their provisions.

15 *See* SA §§ II-S, VI-B.

16 **IV. THE PAGA SETTLEMENT IS REASONABLE AND SHOULD BE APPROVED**

17 **A. The Public Policy Objectives of the PAGA Statute.**

18 In 2004, California enacted PAGA,⁵ which allows aggrieved employees, on behalf of the
19 LWDA and other aggrieved employees, to bring suit against their employers for alleged violations of
20 the California labor laws and to obtain penalties that previously could only be obtained by the State.
21 PAGA was enacted because the Legislature determined that it was “in the public interest to allow
22 aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code
23 violations,” since the State had not been able to fully or adequately enforce its labor laws. *Arias v.*
24 *Superior Court*, 46 Cal. 4th 969, 980 (2009); *Ochoa- Hernandez v. Cjaders Foods, Inc.*, 2010 WL
25 1340777, *4 (N.D. Cal. April 2, 2010) (“The act’s declared purpose is to supplement enforcement
26

27 ⁵ While the legislature recently amended the PAGA, the new provisions do not apply to this action
28 because the PAGA Notice predates the date of applicability in the revised statute. *See* Cal. Labor
Code § 2699.3(g)(1).

1 actions by public agencies, which lack adequate resources to bring all such actions themselves. Unlike
2 class actions, these civil penalties are not meant to compensate unnamed employees because the
3 action is fundamentally a law enforcement action.” [citations omitted])

4 Labor Code section 2699(a) states that any Labor Code provision “that provides for a civil
5 penalty to be assessed and collected by the [LWDA] may, as an alternative, be recovered through a
6 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
7 former employees pursuant to the procedures specified in Section 2699.3.” An “aggrieved employee”
8 means “any person who was employed by the alleged violator and against whom one or more of the
9 alleged violations was committed.” Lab. Code § 2699(c). Prior to commencing an action, the
10 allegedly aggrieved employee must provide notice to the LWDA and the employer setting forth the
11 “specific provisions of [the Labor Code] alleged to have been violated, including the facts and
12 theories to support the alleged violation.” Lab. Code § 2699.3(a)(1). If the LWDA decides not to
13 investigate the allegations or issue a citation to the employer, the proposed representative plaintiff is
14 entitled to commence a PAGA action after 65 days. Lab. Code § 2699.3(a)(2).

15 The California Supreme Court has explained that a plaintiff who brings a PAGA claim
16 “represents the same legal right and interest as state labor law enforcement agencies,” and brings
17 PAGA claims “as the proxy or agent” of the State. *Arias*, 46 Cal. 4th at 986. Of the civil penalties
18 recovered, seventy-five percent goes to the LWDA, and the remaining twenty-five percent goes to
19 the “aggrieved employees” for collecting the penalties on behalf of the State Lab. Code § 2699(i);
20 *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (a PAGA representative’s
21 recovery is “an incentive to perform a service to the state, not restitution for wrongs done to members
22 of the class”).

23 **B. Class Action Settlement Standards Do Not Govern the Settlement Approval**
24 **Process for PAGA Claims.**

25 In class action cases, the purpose of the Court’s preliminary evaluation of the settlement is to
26 determine whether it is within the “range of reasonableness,” and thus whether notice to the class of
27 the terms and conditions of the settlement, and the scheduling of a formal fairness hearing, are
28 worthwhile. *See* 4 Herbert B. Newberg, *Newberg on Class Actions* § 11.25 *et seq.*, and § 13.64 (4th

ed. 2002 and Supp. 2004) (“*Newberg*”). The “judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.” *Manual*, § 21.632 (4th ed. 2004). To make the preliminary fairness determination, courts may consider several relevant factors, including “the strength of the plaintiff’s case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status through trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; [and] the experience and views of counsel...” See *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

By contrast, court approval of PAGA settlements is governed by section 2699(1) of the Labor Code, which provides, in relevant part: “The court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part.” The Parties are not obligated to “satisfy class action requirements,” including the standards for class action settlement approval. *Arias*, 46 Cal. 4th at 980-988 (affirming lower court’s holding that “plaintiff need not satisfy class action requirements” to assert a PAGA claim). Notably, unlike the class action settlement approval process, there is also no statutory mechanism for a trial court to conduct a two-step settlement approval review. Cal. Lab. Code § 2699(1). In addition, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim” or “contest a settlement, if any, reached between the parties.” *Ochoa-Hernandez*, 2010 WL 1340777 at*13.

C. The Settlement Effectuates PAGA’s Objectives.

The Court’s focus in a PAGA case is not the amount that aggrieved employees will ultimately receive as a result of a settlement. Instead, “a trial 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.*” See *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021) (emphasis added); see also *Kang v. Wells Fargo Bank, N.A.*, 2021 WL 5826230, at *15 (N.D.Cal., 2021) (evaluating a PAGA settlement under the standard of whether the settlement terms “are fundamentally fair, reasonable, and adequate in view of PAGA’s public policy goals”). Here, the Settlement vindicates the rights of PAGA Group

Members who have experienced alleged violations of the Labor Code. Additionally, the six-figure Gross Settlement Amount acts as a deterrent to other California employers.

D. The Settlement Recognizes the Inherent Risks of Litigation.

As a preliminary matter, to prevail on the merits Plaintiffs must show “proof of a Labor Code violation.” *See Arias*, 46 Cal. 4th at 986-87; *see also* Lab. Code, § 2699(a),(f)). Here, the Settlement is fair and reasonable in light of the strengths and weaknesses of Plaintiffs’ claims, the risks and uncertainty involved in further litigation and the substantial recovery. *See Moniz*, 72 Cal.App.5th at 77 (finding that factors including “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” may be “useful in evaluating the fairness of a PAGA settlement”).

1. The Off-the-Clock Allegations Are Contested.

Plaintiffs contend that Defendants failed to pay PAGA Group Members for all hours worked. *See Agnew Decl.* ¶ 36. More specifically, Plaintiffs allege that Defendants communicated with the PAGA Group Members when they were off the clock by text and cell phone calls. *See id.* Plaintiffs further allege that Defendants required that the PAGA Group Members who worked with sensitive and dangerous lab equipment don and doff their gowns, hair nets, booties, gloves and safety goggles off the clock prior to their shifts so they could be ready to work right at the start of their shifts. *See id.* Plaintiffs contend that such time is compensable. *See Frlekin v. Apple Inc.*, 8 Cal.5th 1038 (2020) (employees are subject to compensation for the time during which they are subject to an employer’s control).

Defendants presented multiple legal and factual defenses to the merits of Plaintiff’s claims. To begin, Defendants point to its compliant written policies, which strictly prohibit non-exempt employees from working off the clock for any reason. *See Agnew Decl.* ¶ 37. Defendants further maintain that employees are consistently instructed to accurately record their work start and end times. Citing to *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012), and its progeny, Defendants argue that its liability is contingent on proof that Defendants knew or should have known that off-the-clock work was occurring. *See id.* at ¶ 39. In the absence of a uniform policy that requires off-the-clock work, Defendants argue that Plaintiffs will not be able to establish the requisite

1 knowledge through common proof. *See id*

2 Relatedly, Defendants argue that the off-the-clock claims are not suitable to be adjudicated
3 on a representative basis because its policies and training materials required accurate recording of
4 time and prohibited off-the-clock work. *See* Agnew Decl. ¶ 38. As argued by Defendants, any
5 occasional off-the-clock work was a function of employee choice rather than intended unpaid duties.
6 *See id.*

7 **2. The Meal and Rest Period Allegations Are Contested.**

8 Plaintiffs contend that Defendants failed to provide compliant meal and rest periods to PAGA
9 Group Members. *See* Agnew Decl. ¶ 40. Plaintiffs allege that the nature of work performed by PAGA
10 Group Members, coupled with Defendants' staffing model resulted in PAGA Group Members
11 remaining on-duty for the duration of their shifts. *See id.* More specifically, Plaintiffs maintain that
12 PAGA Group Members worked with bio-reactors and complex lab equipment to facilitate the drug
13 manufacturing processes for Defendant BioMarin. The lab equipment required constant monitoring
14 throughout the workday. *See id.* However, Defendants did not provide appropriate or timely relief for
15 breaks. *See id.*

16 Relatedly, PAGA Group Members could not exit the lab for timely meal breaks. *See* Agnew
17 Decl. ¶ 40. Although Berger Consulting Group estimates a 15.2% violation rate for meal periods,
18 Plaintiffs allege that the timekeeping records themselves are inaccurate. *See id.* Rather than track and
19 record timely meal periods for its employees, Defendants required employees to enter their meal
20 periods, even if they were not taken, or taken late. *See id.* In this respect, more than half of recorded
21 meal periods are exactly 30 minutes in length. *See id.*

22 Defendants deny Plaintiffs' allegations. *See* Agnew Decl. ¶ 41. Defendants' written policies
23 instruct employees to take duty-free breaks and further advise that Defendants will not exercise
24 control over workers' activities. Employees were also responsible for entering their own meal break
25 times (in addition to their work time). *See id.* Thus, according to Defendants, an adjudication of the
26 alleged meal and rest period violation would require individualized assessments as to the
27 circumstances of each missed, delayed or interrupted break. *See id.* Defendants' time records also
28 indicate the payment of meal premiums, when time records indicated a facially non-compliant meal

1 period. *See id.*

2 **3. The Regular Rate Allegations Are Contested.**

3 Plaintiffs allege that Defendants’ method of calculation for payment of sick pay and meal/rest
4 period premium compensation fails to accurately apply a regular rate of pay. *See* Agnew Decl. ¶42.
5 More specifically, Plaintiffs contend that employees received various non-discretionary incentives,
6 including shift premiums and bonuses, that were improperly excluded from the regular rate
7 calculation. *See* Lab. Code § 226.7; *Alvarado v. Dart Container Corp. of California*, 4 Cal.5th 542,
8 554 (2018) (The regular rate of pay “includes adjustments to the straight time rate, reflecting, among
9 other things, shift differentials and the per-hour value of any nonhourly compensation the employee
10 has earned”); Lab. Code § 246(l) (“Paid sick time for nonexempt employees shall be calculated in the
11 same manner as the regular rate of pay for the workweek in which the employee uses paid sick time”).
12 Although some sick and meal premium offsets were paid, Berger Consulting Group determined that
13 overall there is still a net underpayment. *See* Agnew Decl. ¶ 42.

14 Defendants deny Plaintiffs’ regular rate of pay allegations. *See* Agnew Decl. ¶ 43. Defendant
15 BioMarin maintains that it proactively revised the rate used to pay meal period premiums and sick
16 pay to an employee’s “regular rate of pay,” as of October 16, 2021. *See id.* Defendant BioMarin
17 further maintains that the purported underpayments identified by Plaintiffs fail to take into account
18 true-up payments made in subsequent pay periods. *See id.* Plaintiffs recognize that adjustments to the
19 regular rate made in subsequent pay periods can be highly technical and difficult to track. *See id.* If
20 Defendant BioMarin properly adjusted sick pay and meal/rest period premium payments, there would
21 be no regular rate violation. *See id.* Defendant Magnit also contends that its payment of overtime and
22 meal premiums were also lawful, either at the regular rate of pay or an even higher pay rate if the
23 employee worked at multiple shift rates. *See id.*

24 **4. The Wage Statement Allegations Are Contested.**

25 Plaintiffs allege that whenever Defendant BioMarin paid overtime and/or doubletime wages
26 were paid, including, but not limited to, Overtime, Doubtime Pay, OT Shift, and DT Shift wages, the
27 corresponding wage statements failed to identify the applicable hourly rate and/or hours for such
28 wages. *See* Agnew Decl. ¶ 44. Rather, when the applicable rate and hours shown on the wage

1 statements are multiplied, it does not equate to the amount of wages being paid. *See id.* Defendants
2 maintain their wage statements comply with the plain language of Labor Code section 226(a). *See id.*

3 Plaintiffs also allege a derivative wage statement violation. As a result of the alleged
4 underpayment and/or non-payment of wages to PAGA Group Members, Plaintiffs contend that the
5 wage statements omit information required by Labor Code 226, including all applicable hourly rates
6 and the total hours worked. *See Agnew Decl.* ¶ 45. As argued by Defendants, the derivative wage
7 statement violation is vulnerable to a motion for summary judgment based on the weaknesses of the
8 underlying primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018)
9 (finding that the employees did not suffer a violation under 226(a) where their wage statement cause
10 of action was derived from an underlying wage and hour violation for overtime).

11 **5. The Expense Reimbursement Allegations Are Contested.**

12 Plaintiffs allege that PAGA Group Members incurred expenses while performing reasonable
13 and necessary work-related duties. *See Agnew Decl.* ¶ 47. Plaintiffs maintain that PAGA Group
14 Members were regularly required to use their personal cell phones to call and text supervisors during
15 their shifts. Employees were not reimbursed for those costs. *See id.*

16 Defendants, however, respond that PAGA Group Members were not required to use their cell
17 phones for business purposes. *See Agnew Decl.* ¶ 48. Defendants also deny having knowledge of
18 such use during the PAGA Period. *See id.* Defendant BioMarin's policy prohibits personal cellphone
19 use for work purposes. *See id.* Defendants further maintain that their written policies instructed PAGA
20 Group Members to submit any expenses made necessary by work duties. *See id.* Defendants contend
21 that the law does not require an employer to be responsible for expenses it does not know about. *See*
22 *id.*

23 **6. The Recovery of Civil PAGA Penalties Is Uncertain.**

24 Defendants have indicated that PAGA Group Members worked approximately 38,798 pay
25 periods during the period of November 29, 2021 through September 24, 2024. *See Agnew Decl.* ¶ 34.
26 Assuming that Plaintiffs were to prevail on the merits of the PAGA claim, applying the standard
27 penalty of \$100 per pay period yields \$3,879,800 in potential liability. *See id.*

28 Defendants, however, argued that they made a good faith effort to comply with the Labor

1 Code and that Section 2699(e)(2) provides courts with the discretion to reduce any civil penalties
2 recoverable in a PAGA action if imposition of the full penalty amount would be “unjust, arbitrary
3 and oppressive, or confiscatory.” As the California Court of Appeal has affirmed, trial courts are well
4 within their discretion to reduce PAGA penalties “for technical violations that cause no injury,”
5 especially where the “violation was inadvertent.” *Raines v. Coastal Pac. Food Distributors, Inc.*, 23
6 Cal. App. 5th 667, 681 (2018).

7 In deciding whether to award the maximum penalty amount, courts may focus on whether the
8 employer made a good faith effort to follow the law. *Thurman v. Bayshore Transit Management, Inc.*,
9 203 Cal. App. 4th 1112, 1136 (2012). In *Thurman*, the Court of Appeal upheld the trial court’s
10 significant reduction of PAGA penalties by 30% because the employer was not initially on notice
11 that it was in violation of the law and because it would have been unfair to award penalties where the
12 employer was unaware of the violations. *Id.* When the employer made aware of the violations, it
13 timely took steps to come into compliance. *Id.* By contrast, the imposition of full penalties was
14 justified when an employer took a “cavalier approach to fulfilling its contractual and statutory
15 obligations” and demonstrated “reckless disregard” with respect to paying its employees. *Amaral v.*
16 *Cintas Corp.*, 163 Cal. App. 4th 1157, 1214 (2008).

17 As shown in the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*, while the
18 plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty
19 amount by 90%, citing the employer’s good faith attempt at complying with the law. 30 Cal. App.
20 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539.
21 Courts have also suggested that a reduction of civil penalties may be appropriate where the alleged
22 violation is a technical one. *Raines v. Coastal Pacific*, 23 Cal. App. 5th 667, 681 (2018) (“[A] trial
23 court has discretion in awarding civil penalties and may reduce the award for technical violations that
24 cause no injury”).

25 *Carrington* is not the only cautionary tale. In *Magadia v. Wal-Mart Assocs., Inc.*, while the
26 trial court imposed substantial PAGA penalties upon the defendant, such amount still represented
27 reductions of 67% and 80% of the potential PAGA penalties at issue. 2019 U.S. Dist. Lexis 91792 at
28 *87-*100 (N.D. Cal. May 31, 2019). Moreover, this was only after the plaintiff in *Magadia* had

1 prevailed after trial. Thereafter, the Ninth Circuit reversed a substantial judgment in favor of the
2 plaintiff and the aggrieved employees. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 682 (9th
3 Cir. 2021).

4 While Plaintiffs maintain that there does not exist any reason for reducing PAGA penalties,
5 Plaintiffs are not blind to the fact that Defendant's defenses could be persuasive to the Court at trial
6 or on appeal. In this case, Defendants asserted that a substantial reduction in potential PAGA penalties
7 was warranted because: (1) even assuming that Plaintiffs could establish the predicate violations, the
8 alleged violations were inadvertent; (2) PAGA Group Members did not suffer substantial economic
9 harm as a result of the alleged violations of Labor Code; and (3) Defendants have a demonstrated
10 history of actively seeking to comply with wage/hour requirements and voluntarily making
11 improvements to its compliance systems, including an audit that resulted in the voluntary payment of
12 unpaid wages to PAGA Group Members before the start of the PAGA Period. *See* Agnew Decl. ¶ 49.

13 **7. The Settlement Represents a Fair Percentage of Defendants' Potential**
14 **Liability.**

15 The Gross Settlement Amount is approximately 10.30% of the total estimated exposure
16 (\$400,000 Gross Settlement Amount ÷ \$3,879,800 maximum penalties), which is well within the
17 range of reasonableness. *See* Agnew Decl. ¶ 51. Indeed, the amount of a PAGA settlement need not
18 represent any particular percentage of the potential penalty amount that may be recovered after trial.
19 *See Manzo v. McDonald's Restaurants of California, Inc.*, 2022 WL 4586236, at *6 (E.D. Cal., 2022)
20 ("There is no express or even baseline percentage of recovery required"). Consequently, trial courts
21 routinely approve PAGA settlements representing only a tiny fraction of the potential verdict value
22 of the claim. *See id.* (approving PAGA allocation that "is less than one percent (1%) of the verdict
23 value" of the claim"); *Hartley v. On My Own, Inc.*, 2020 WL 5017608, * 4 (E.D. Cal. Aug. 25, 2020)
24 (approving settlement at 3.47% of verdict value of PAGA penalty, resulting in average payment per
25 employee of \$61); *Ramirez v. Benito Valley Farms, LLC*, 2017 WL 3670794, *4 (N.D. Cal. Aug. 25,
26 2017) (considering early stage of litigation, defendant's weak financial condition, and injunctive relief
27 provided by settlement, approving PAGA settlement of 4.5% of verdict value). Here, the Gross
28 Settlement Amount exceeds both in terms of the total dollar amount and as a percentage of overall

1 settlement value, the typical PAGA settlement.⁶

2 **E. The Scope of the Release is Appropriately Limited.⁷**

3 The limited scope of the release also supports approval. *See* Section III-E, *supra*. The
4 Settlement only releases Defendants from civil PAGA penalties predicated on Labor Code and IWC
5 Wage Order violations alleged or which could have been alleged based on the facts and allegations
6 in Plaintiffs' PAGA Notice and the operative Complaint. The Settlement would not impact any other
7 PAGA Group Members' ability to pursue PAGA claims predicated on other Labor Code violations
8 or any Labor Claims not predicated on PAGA.

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

10 Labor Code section 2699(g)(1) provides for the recovery of attorneys' fees and costs in any
11 successful action brought under PAGA. Although this is not a class action, in class actions California
12 state and federal courts have recognized that an appropriate method for determining award of
13 attorneys' fees is based on a percentage of the total value of benefits to class members by the
14 settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*,
15 20 Cal. 3d 25, 34 (1977) ("*Serrano III*"); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980);
16 *Vincent v. Hughes Air West, Inc.*, 557 F. 2d 759, 769 (9th Cir. 1997). The purpose of this equitable
17 doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among
18 all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent*, 557
19 F. 2d at 769.

21 ⁶ The Settlement is also consistent with the State's public policy favoring resolution of disputes.
22 "California law favors the settlement of disputes as our high court clarified in *Neary*[]. Settlement is
23 efficient; it reduces costs, saves resources, and minimizes court congestion. [] The parties are best
24 positioned to understand their interests and resolve a dispute in a mutually beneficial manner
without court intervention into the settlement." *Consumer Advocacy Group, Inc. v. Kintetsu*, 141
Cal. App. 4th 46, 62-63 (2006) (citing *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277- 278
(1992)).

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

1 The award of attorneys' fees in common fund wage and hour class action settlements should
2 start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We
3 join the overwhelming majority of federal and state courts in holding that when class action litigation
4 establishes a monetary fund for the benefit of the class members, and the trial court in its equitable
5 powers awards class counsel a fee out of that fund, the court may determine the amount of a
6 reasonable fee by choosing an appropriate percentage of the fund created"). Under the percentage of
7 the fund method, the Court's objective remains to "mimic the market" in fixing a reasonable fee. *See*
8 *Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) ("When a fee is set by a court rather
9 than by contract, the object is to set it at a level that will approximate what the market will set....The
10 judge, in other words, is trying to mimic the market in legal services").

11 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent of
12 the fund, which is similar to the percentage of fee award sought in this case. *Laffitte*, 1 Cal. 5th at
13 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id.* At p. 487. As the
14 Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider
15 whether the percentage method should be adjusted so as to bring the imputed multiplier within a
16 justifiable range." *Id.* At 505. Moreover, in the *Laffitte* intermediate court decision, the court observed
17 that "33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class
18 action lawsuits." *Id.* at 871.

19 An award of one-third of the fund in attorneys' fees "mimics the marketplace" as it is
20 "supported by the fact that typical contingency fee agreements provide that class counsel will recover
21 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v. Victoria Secret*
22 *Stores LLC*, 2008 WL 8150856 at p. *16 n. 59 (C.D. Cal. 2008) (citing Brickman, *Effective Hourly*
23 *Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees*, 81 Wash U.L.Q.
24 653, 659 n.11 (Fall 2003); *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal.
25 June 9, 2011) (recognizing that "courts may award attorney's fees in the 30-40% range in wage and
26 hour class actions that result in recovery of a common fund under \$10 million"). Indeed, "empirical
27 studies [that] show that...fee awards in class actions average around one-third of the recovery."
28 *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

1 In addition, it is recognized that one of the primary factors justifying an enhanced attorney's
2 fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell*
3 *Corp.*:

4 No one expects a lawyer whose compensation is contingent upon his
5 success to charge, when successful, as little as he would charge a client
6 who had agreed to pay for his services, regardless of success. Nor,
7 particularly in complicated cases producing large recoveries, is it just
8 to make a fee depend solely on the reasonable amount of time
9 expended.

10 495 F.2d 448, 470 (2d Cir. 1974). For Plaintiffs' Counsel, the fees here were wholly contingent in
11 nature and the case presented far more risk than the usual contingent fee case. Among the risks was
12 the cost inherent in class action litigation, as well as a potentially drawn-out battle with a corporate
13 Defendant.

14 As secondary support for the percentage of the fund method, courts have discretion to "cross-
15 check" the fees awarded through the lodestar method. However, the *Laffitte* Court "emphasize[d]"
16 [that] the lodestar calculation, when used in this manner, does not override the trial court's primary
17 determination of the fee as a percentage of the common fund and thus does not impose an absolute
18 maximum or minimum on the potential fee award." *Laffitte*, 1 Cal. 5th at p. 505; *In re Rite Aid Corp.*
19 *Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) ("[The lodestar cross-check does not trump the
20 primary reliance on the percentage of common fund method]").

21 The Supreme Court in *Laffitte* stated: "If the multiplier calculated by means of a lodestar
22 cross-check is extraordinarily high or low, the trial court should consider whether the percentage used
23 should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not
24 necessarily required to make such an adjustment." *Id.* Thus, a lodestar cross-check is aimed at
25 astronomical multipliers. Indeed, cross-checks are not required; in many cases, performing a cross-
26 check "undermines" one of the primary reasons for using the percentage method: aligning counsel's
27 incentives with the benefits delivered to the class and discouraging protracted litigation. *Id.* at p. 506
28 (finding trial courts "retain the discretion to forgo a lodestar cross-check"); *Report of the Third Circuit*
Task Force, Court Awarded Attorney Fees, 108 F.R.D. 237, 258 (1985); *Lealao v. Beneficial*
California, Inc., 82 Cal. App. 4th 19, 29-30 (2000) (citing the recommendations of the Third Circuit

1 Task Force with approval and observing that “[t]he criticisms of the lodestar approach set forth in
2 this Report are now echoed by many authorities, who have been most vocal about the manner in
3 which it exacerbates the problem of ‘cheap settlements’ and burdens already overworked trial
4 judge”).

5 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4 or
6 even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also, e.g.,*
7 *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier
8 on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008)
9 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal.
10 App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in *Laffitte*,
11 after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed a 2.13
12 multiplier. *Laffitte*, 231 Cal. App. 4th at pp. 881-82. The intermediate court opinion was affirmed in
13 full by the California Supreme Court in its new decision guiding lower courts on assessing fees.

14 With respect to Plaintiffs’ Counsel’s lodestar, to date, at least approximately 303.30 hours
15 have been expended by Class Counsel in this matter. *See* Agnew Decl. ¶ 60, Exhibit 4; Nordrehaug
16 Decl. ¶ 8, Exhibits 2 and 3. Plaintiffs’ Counsel requests an hourly rate between \$450 to \$995 per
17 hour. *See* Agnew Decl. ¶ 61; Nordrehaug Decl. ¶ 8. The courts are quite liberal in the evidence
18 required to prove an attorney’s hours. Detailed time records are not required. An attorney’s testimony
19 alone may suffice: “Testimony of an attorney as to the number of hours worked on a particular case
20 is sufficient evidence to support an award of attorney fees, even in the absence of detailed time
21 records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

22 Reasonable hours include, in addition to time spent during litigation, the time spent before the
23 action is filed, including time spent interviewing the clients, investigating the facts and the law, and
24 preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980).
25 Further, the fee award should include fees incurred to establish and defend the attorneys’ fee claim.
26 *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Plaintiffs’ Counsel requests that
27 the court find that these hours were reasonable in this litigation.

28 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and

1 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000).
2 The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's
3 skill and experience, the nature of the work performed, the relevant area of expertise and the
4 attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-
5 33 (1998). Here, Plaintiffs' Counsel's skill and experience justify the requested rate. As shown in the
6 supporting declarations, Plaintiffs' Counsel have significant experience in the area of employment
7 and wage and hour class actions. Specifically, Plaintiffs' Counsel's practice focuses on representing
8 employees in employment matters, particularly wage and hour cases. *See* Agnew Decl. ¶¶ 53, 55-59;
9 Nordrehaug Decl. ¶¶ 11-13. As such, based on the hours and applicable rate, the total lodestar to be
10 expended by Plaintiffs' Counsel through finalizing this settlement will be approximately
11 \$218,068.75, which exceeds the amount of the requested fees and results in a negative multiplier of
12 0.6114. *See* Agnew Decl. ¶ 61; Nordrehaug Decl. ¶ 8. Thus, the requested fee amount of \$133,333.33
13 is fair and reasonable.

14 Additionally, Plaintiffs' Counsel's cost reimbursement request in the amount of \$30,271.12
15 is also reasonable. *See* Agnew Decl. ¶ 62, Exhibit 5; Nordrehaug Decl. ¶ 10, Exhibit 2. The costs
16 were all directly incurred in the prosecution of this action, including filing fees, postage and copying.
17 As such, the requested costs should be awarded as fair and reasonable.

18 **G. The Settlement Administrator's Fees Should be Approved.**

19 The Parties have agreed to pay the actual costs of administration of Nine Thousand Seven
20 Hundred Fifty Dollars (\$9,750) to the Settlement Administrator CPT Group, to administer this
21 settlement. *See* SA §§ II-T, III-E. The Parties believe that the administration fee is reasonable and
22 should be approved. *See* Agnew Decl. ¶ 30.

23 **H. Notice to the LWDA Has Been Provided**

24 Concurrent with the filing of this Motion, Plaintiffs uploaded the instant motion to the
25 LWDA's website. *See* Agnew Decl. ¶ 63, Exhibit 6.

26 **V. CONCLUSION**

27 Based on the above, Plaintiffs request the Court approve the current PAGA settlement.
28

1 DATED: January 9, 2025

DIVERSITY LAW GROUP, P.C.

2
3 By: _____

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiffs and the Aggrieved
Employees