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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PEDRO GOMEZ, individually and in his representative capacity,

Plaintiff,

v.

CALICO BUILDING SERVICES, INC., a California corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 23STCV20286

Assigned for All Purposes To:
Hon. William F. Highberger
Dept.: 10

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT PURSUANT TO CALIFORNIA LABOR CODE § 2698 *et seq.*

[Filed concurrently with the Notice of Motion and Motion to Approve the PAGA Settlement Agreement; Declaration of Danny Yadidsion; Declaration of Pedro Gomez; PAGA Settlement Agreement; Addendum No. 1 to Stipulation of Settlement of PAGA Action Claims and Release of Claims to Correct PAGA Period Start Date; and [Proposed] Order]

Date: February 13, 2026
Time: 9:00 a.m.
Dept.: 10

Plaintiff Pedro Gomez ("Plaintiff"), individually and in his representative capacity, hereby submits the following Memorandum of Points and Authorities in support of Plaintiff's Motion to Approve the Private Attorneys General Act Settlement Agreement and related Addendum No. 1 to Stipulation of Settlement of PAGA Action Claims and Release of Claims to Correct PAGA Period Start Date pursuant to California Labor Code section 2698, *et seq*., including, but not limited to, section 2699, subdivision (l)(2) and California Rules of Court, Rule 3.1113.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion to approve the Private Attorneys General Act ("PAGA") settlement agreement (hereinafter, "Settlement Agreement") is made to enforce the terms of the settlement entered into between Plaintiff, individually and in his representative capacity, and Defendant Calico Building Services, Inc. ("Defendant"). Plaintiff and Defendant shall be collectively referred to as the "Parties." Copies of the Stipulation of Settlement of PAGA Action Claims and Release of Claims (the "Settlement Agreement") and Addendum No. 1 to Stipulation of Settlement of PAGA Action Claims and Release of Claims to Correct PAGA Period Start Date ("Addendum No. 1") entered into by the Parties are attached to the concurrently filed Declaration of Danny Yadidsion as **Exhibit A**. Plaintiff seeks an order from the Court approving the Settlement pursuant to Labor Code section 2698, *et seq*. Defendant does not oppose approval and the Parties agree to jointly support approval. (Declaration of Danny Yadidsion ("Yadidsion Decl."), ¶2.)

The proposed Settlement Agreement will dispose of the PAGA claim alleged in the instant action, which is predicated upon the California Labor Code violations alleged against Defendant with regard to Defendant's current and former employees who are or previously were employed by Defendant in California during the period of September 21, 2022 to date of preliminary approval (hereinafter "Aggrieved Employees"). The Gross Settlement Amount ("GSA") is $350,000, which is non-reversionary.

The settlement of a PAGA claim requires court approval pursuant to Labor Code section

2699, subdivision (l), which states that the "court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part." (Lab. Code § 2699(l).) In deciding whether to grant approval of a proposed settlement, the primary issue to be decided is whether the settlement is fair, adequate, and reasonable. Specifically, the issues are whether the PAGA penalties to which the Parties have agreed provide "genuine and meaningful" relief, "consistent with the underlying purpose of the statute to benefit the public" (*Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal. 2015) 2015 WL 12732709, at *5.), and whether the penalties are reasonable in light of the potential verdict value in the case. (*O'Connor v. Uber Technologies, Inc.* (2016) 201 F.Supp.3d 1110, 1135.) As set forth herein, the proposed Settlement Agreement embodies all of the features of a settlement that is fair, adequate and reasonable, as it (1) is the product of arms-length negotiations, (2) was negotiated by attorneys experienced in wage and hour issues, (3) was reached subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the claims, and (4) reflects a reasoned compromise based directly on the relative strength and value of the claims, as well as the risks, expense, complexity and likely duration of further litigation.

Pursuant to Section I.B of the Settlement Agreement, “Aggrieved Employees” are defined as all non-exempt employees who are or previously were employed by Defendant in California during the period of September 21, 2022 to the date of preliminary approval. Pursuant to Section I.W of the Settlement Agreement, as amended and restated by Addendum No. 1, the “PAGA Period” is likewise defined as the period between September 21, 2022 and the date of preliminary approval, consistent with PAGA’s one-year look-back from the September 21, 2023 LWDA notice. Addendum No. 1 corrects a scrivener’s error in the original “PAGA Period” definition, which had erroneously referenced September 21, 2021, and confirms the Parties’ intent that civil penalties be limited to alleged violations occurring on or after September 21, 2022. The Settlement Agreement estimates there are approximately 425 Aggrieved Employees and approximately 10,531 PAGA Pay Periods during the PAGA Period.

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II. RELEVANT FACTUAL & PROCEDURAL BACKGROUND

A. Procedural History.

Plaintiff filed this action on August 23, 2023, alleging violations of the Labor Code relating to meal and rest periods, minimum wages, reimbursement of necessary business expenses, inaccurate wage statements, and waiting time penalties. (Yadidsion Decl., ¶7.)

On September 21, 2023, Plaintiff served a PAGA notice on the Labor and Workforce Development Agency ("LWDA"). (Yadidsion Decl., ¶8.) On November 2, 2023, Plaintiff filed the First Amended Representative Action Complaint asserting a representative PAGA claim premised on those violations. However, Plaintiff filed the amended complaint prior to the expiration of the 65 calendar-day period prescribed in Labor Code § 2699.3(a)(2)(B)(Yadidsion Decl., ¶10.) Defendant answered on December 22, 2023, and the matter was assigned to the Spring Street Courthouse, Department 10 (Hon. William F. Highberger) as a complex case. (*Id.*)

To ensure strict compliance with Labor Code § 2699.3(a)(2)(B) timing, the Parties stipulated to permit a Second Amended Representative Action Complaint; the Court granted leave on January 29, 2024. (Yadidsion Decl., ¶11.) However, notably, during the Initial Status Conference on January 31, 2024, Defendant waived any defenses based on the premature filing of the PAGA complaint, hence, Plaintiff did not file his Second Amended Complaint and the Court treated the First Amended Complaint as the Operative Complaint. (*Id.*)

On March 5, 2025, the Parties participated in private mediation and reached an agreement in principle; and thereafter filed a June 3, 2025 Joint Post-Mediation Status Report and joint stipulation to continue post-mediation proceedings to finalize settlement papers. (Yadidsion Decl., ¶12.) The Parties then proceeded to finalize their settlement documents. (*Id.*)

It is important to note that there is a related action, Gomez v. Calico Building Services, Inc., LASC No. 25STCV00304 (filed January 6, 2025), and a related arbitration, Gomez, Pedro vs. Calico Building Services, Inc., JAMS Ref. No. 5220011109, both of which are expressly carved out of this PAGA settlement and any associated release.

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B. PAGA Counsel's Investigation.

PAGA Counsel conducted a targeted investigation sufficient to evaluate claims, defenses, and penalty exposure, including review and analysis of timekeeping and payroll data for California non-exempt employees, applicable policies, and related records, which informed damages modeling and mediation strategy.

The pleadings allege employees were required to record time via a mobile time-clock app without reimbursement, were denied compliant meal and rest periods, minimum wages, that paystubs reflected inaccurate wage statements, and that Defendant failed to pay all compensation due upon discharge.

C. Settlement Negotiations.

On March 5, 2025, the Parties mediated before Chris Barnes, Esq., and reached an agreement in principle. (Yadidsion Decl., ¶12.) The Parties reported the result and jointly sought additional time to finalize settlement papers. (*Id*.) The settlement terms were memorialized in a Stipulation of Settlement of PAGA Action Claims and Release of Claims, executed October 17, 2025 (Yadidsion Decl., ¶12.), and later clarified through Addendum No. 1 to correct the PAGA Period start date. (*Id*.)

Throughout the course of negotiations, the Parties recognized that the issues presented in this action are only likely to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation would lead to inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. (Yadidsion Decl., ¶13.) The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in reaching this agreement. (*Id*.)

D. Settlement Agreement Breakdown.

The Settlement Agreement provides a non-reversionary GSA of $350,000.00. (Yadidsion Decl., ¶14.) Subject to court approval, the Parties also agreed to the following:

a. PAGA Counsel Fees Payment not more than thirty-five percent (35%) of the GSA of $350,000.00 to PAGA Counsel, or $122,500.00; and litigation costs estimated to be no greater than $20,000.00; and

b. Third-party settlement administration fees of no more than Ten Thousand Dollars and Zero Cents ($10,000.00) to be paid to Phoenix Settlement Administrators (Administration Expenses Payment) for sending notices and for calculating settlement shares and preparing all checks and mailings; and

c. Service Award to Plaintiff Pedro Gomez of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00); and

d. Distribution of PAGA penalties to the LWDA and the Aggrieved Employees per statute as follows: Total PAGA penalties of $190,000.00, with 75% ($142,500.00) paid to the LWDA pursuant to Labor Code section 2699, subdivision (i) (LWDA PAGA Payment); and 25% ($47,500.00) paid to the Aggrieved Employees on a pro-rata basis by PAGA Pay Periods. (*Id.*)

The Settlement Agreement estimates approximately 425 Aggrieved Employees and 10,531 PAGA Pay Periods. (Yadidsion Decl., ¶18.) Funding occurs in three equal monthly installments—the first within 30 days of approval but not earlier than March 1, 2026, the remaining two payments on the same date monthly thereafter; checks issue to Aggrieved Employees within 14 days after full funding of the GSA, remain negotiable for at least 180 days, and uncashed funds escheat to the California Controller's Unclaimed Property Fund; payments are issued via IRS Form 1099. (Settlement Agreement, § III(B)(3).)

The release is limited to PAGA civil penalties based on the Operative Complaint and PAGA notice during the defined period and expressly carves out (i) Gomez v. Calico Building Services, Inc., LASC No. 25STCV00304 (filed January 6, 2025); (ii) Gomez, Pedro vs. Calico Building Services, Inc., JAMS Ref. No. 5220011109; and (iii) any benefits or insurance claims. (Settlement Agreement, § I(Z), § III(D).)

From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable, especially taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she could receive. (Yadidsion Decl., ¶15.) Defendant, for its part, vigorously contests liability and damages. (*Id.*) Further, and based on the settlement negotiations, which were hard-fought and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit. (*Id.*)

III. <u>DISCUSSION</u>

A. The Relief Obtained Through the PAGA Settlement is Genuine, Meaningful, and Consistent with the Underlying Purpose of the Statute to Benefit the Public.

Plaintiff alleges that Defendant violated California law and various provisions of the Labor Code during the course of Plaintiff's and Aggrieved Employees' employment. (Yadidsion Decl., ¶16, ¶¶18-19.) Plaintiff claimed civil penalties under PAGA pursuant to Labor Code section 2698 *et seq*. (*Id.*)

Specifically, Plaintiff alleged Defendant engaged in the following employment actions during the relevant time period in violation of the California Labor Code:

- Defendant did not provide employees full 30-minute uninterrupted meal breaks for each shift. Defendant further failed to pay the required 1-hour penalty for each shift to employees who did not receive a full 30-minute uninterrupted meal period.
- Defendant did not provide employees full 10-minute rest breaks for every four (4) hours worked. Defendant failed to pay the required 1-hour penalty for each shift to employees who did not receive a full 10-minute uninterrupted rest break.
- Defendant did not reimburse necessary business expenses incurred by the employees, specifically requiring employees to record time via a mobile time-clock app without proportional reimbursement for mobile app usage.

- Defendant failed to reimburse employees for required use of their personal cell phones and data plans to access and use the mobile time-clock app.
- Defendant did not furnish timely and accurate wage statements as a result of these failures.
- Defendant did not pay all wages upon termination.

(Yadidsion Decl., ¶16.)

As a direct and proximate cause of Defendant's alleged Labor Code violations, employees allegedly suffered harm. Plaintiff and similarly situated employees allegedly were required to record time via a mobile time-clock app without reimbursement for such usage. Defendant allegedly failed to provide Plaintiff with legally sufficient meal and rest periods when it did not relieve them of all duties during such periods. Defendant allegedly failed to pay proper minimum wages to employees and failed to provide timely and accurate wage statements as a result of these failures.

As a result of Defendant's alleged failure to pay Plaintiff and Aggrieved Employees their business expenses, minimum wages, and premium pay for deficiently provided meal and rest break periods, they would be due additional wages at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code section 203, which were not paid.

Defendant contended that it paid for all reported hours worked, that employees were trained to record all hours worked, and that it paid proper minimum wages to employees. Defendant further contended that Plaintiff and other aggrieved employees signed an arbitration agreement covering the individual portion of any PAGA claim and stated it would move to compel arbitration and to dismiss and/or stay the representative PAGA claims (Yadidsion Decl., ¶17.) Defendant further contended that employees were provided with an opportunity to timely take their meal periods, as well as 10-minute rest breaks for every four hours worked, and that it provided reasonable business expense policies. Accordingly, PAGA Counsel had to take Defendant's arguments into account in weighing a reasonable settlement that would provide the best outcome for Plaintiff and Aggrieved Employees without needless further delay or expense.

PAGA provides for civil penalties for violations enumerated in Labor Code section 2699.5. For provisions of the Labor Code where a civil penalty is not specifically provided, the penalties are assessed as follows: "if at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation." (Lab. Code § 2699(f)(2).)

Pursuant to Section 2699, subdivision (i), seventy-five percent (75%) of PAGA penalties recovered must be allocated to the LWDA, with the remaining twenty-five percent (25%) allocated to the Aggrieved Employees. *(Cunningham v. Leslie's Poolmart, Inc.*, No. CV 13-2122 CAS (CWx), 2013 WL 3233211, at *7 (C.D. Cal. Jun. 25, 2013) ("[A] PAGA plaintiff pursues civil penalties on behalf of the government and receives a twenty-five percent portion of the recovered penalty as a bounty.").)

Based on the foregoing facts and law, and using Defendant's records identifying approximately 10,531 PAGA Pay Periods, Plaintiff estimates a maximum baseline PAGA exposure of approximately $6,318,600, which is derived by applying a $100 civil penalty per PAGA Pay Period and then adding additional statutory penalties for the multiple Labor Code violations that may occur within each pay period. (Yadidsion Decl., ¶18.) This baseline reflects potential stacking of penalties where multiple provisions are implicated in a given pay period, including but not limited to Labor Code sections 201, 202, 203, 210, 216, 226, 226.7, 512, 558, 1194, 1197, 2802, 2698 and 2699, as well as actual or alleged violations of applicable IWC Wage Orders. (Yadidsion Decl., ¶¶18–19.) Using a more conservative model that assumes only one PAGA violation per pay period at the $100 statutory penalty rate, the total PAGA exposure would be approximately 10,531 × $100, or $1,053,100. (Yadidsion Decl., ¶18.) Plaintiff's and the Aggrieved Employees' claims giving rise to potential penalties include the following: (1) failure to provide all legally required unpaid, off-duty meal periods; (2) failure to provide all legally required paid, off-duty rest periods; (3) failure to reimburse necessary business expenses for mobile app usage; (4) failure to pay minimum wages; (5) failure to provide accurate wage statements; and (6) failure to pay all wages upon termination. (Yadidsion Decl., ¶16.)

Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury." (*Aguirre v. Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (C.D. Cal. 2015); citing *Villacres v. ABM Indus., Inc.* (2010) 189 Cal.App.4th 562, 577 ["One injury gives rise to only one claim for relief ... The violation of one primary right constitutes a single cause of action."]; *Crowley v. Katleman* (1994) 8 Cal. 4th 666, 681-82; *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal. 2012) ("There is no authority that would permit double recovery of essentially the same penalties.").)

Defendant asserted that if PAGA penalties were mandatory, an employer's PAGA liability would be huge because of the possibility of collecting multiple civil penalties for a single violation, and thus such penalties would almost always dwarf the damages available under the causes of action proper. However, PAGA penalties are not mandatory but permissive. Labor Code section 2699, subdivision (e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2); emphasis added); *see also Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work). Defendant maintains that it would be unjust to award maximum PAGA penalties, and this position appears to be supported by existing law.

The settlement of $190,000.00 in PAGA penalties represents a reasonable compromise in light of the maximum theoretical exposure, the substantial litigation risks faced by Plaintiff, including difficulties in proving the predicate violations, potential manageability issues, and the risk of trial loss, as well as the discretionary penalty-reduction authority under Labor Code section 2699(e)(2). Courts have consistently approved PAGA settlements representing a small fraction of the maximum potential penalties, demonstrating that such discounts are common and appropriate given the inherent uncertainties of litigation. The Settlement Agreement secures genuine and meaningful civil-penalty relief that serves PAGA's public-enforcement purpose and provides concrete public enforcement through the $142,500.00 allocation to the LWDA and proportionate worker relief of $47,500.00 distributed to the Aggrieved Employees across a multi-year period. The pay-period pro-rata formula is an objective proxy for exposure and ensures similar treatment of similarly situated employees. (*See Villalobos*, 2015 WL 12732709, at *5; *O'Connor*, 201 F. Supp. 3d at 1135.).

B. The Requested PAGA Counsel Fees And Costs Should Be Approved.

1. The Negotiated Amount of PAGA Counsel's Fees Is Reasonable.

The California Supreme Court has recently held that "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 503.)

Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." (*Id.* at 504.)

Pursuant to the Settlement Agreement, PAGA Counsel is designated up to 35% of the GSA, or $122,500.00, as attorneys' fees for the representation of Plaintiff and Aggrieved Employees in this matter. (Yadidsion Decl., ¶14.) Accordingly, Plaintiff respectfully requests an order approving the agreed-upon attorneys' fees sum in the amount of $122,500.00 pursuant to the Settlement Agreement.

PAGA Counsel took this case on a contingent-fee basis against a corporation represented by reputable defense counsel. (Yadidsion Decl., ¶20.) When taking on contingent-fee cases, careful attention must be paid to the economics involved or one bad case can destroy years of work. Accordingly, in such cases, attorneys generally anticipate a fee that would exceed the normal hourly rate. Otherwise, the risk is often too great to bear. Additionally, there is an opportunity cost in taking on one particular matter, as the attorney is thus required to turn other cases away.

Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on their client's behalf. The prospect of a court-awarded fee does not eliminate the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. The attorney must first win the case to recover any fees, and even for those cases that appear strong at the outset, there are almost always pitfalls and unforeseen obstacles that arise along the way. Finally, there is the inherent risk in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment.

PAGA Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to PAGA and class-action litigation. (Yadidsion Decl., ¶20.) PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. (*Id.*)

PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than thirty five percent of the gross settlement amount. (*See Cesena v. Jym Enters., 2022 Cal. Super. LEXIS 67143, the Honorable Monica Bachner approving a 40% award of attorney's fees; Shakir v. Waterton Residential, LLC, 2025 Cal. Super. LEXIS 24548; 2025 LX 214184* the Honorable Christopher K. Lui awarded attorneys' fees in the amount of 35%; *Leong-Call v. Mrb Foods, 2022 Cal. Super. LEXIS 44261,* the Honorable Christopher E. Krueger awarded a 35% fee; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011) 2011 U.S. Dist. LEXIS 61796, 23 ("courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million.”).)

The amount requested here—35%—is well within the bounds that have been established by precedent and is a reasonable benchmark for complex, contingent-fee wage-and-hour litigation.

The amount requested here will fairly compensate PAGA Counsel for their successful vindication of the Aggrieved Employees' rights, taking into account the quality, nature, and extent of counsel's efforts, and the fact that the amount of fees for which approval is sought is consistent with legal precedent. PAGA Counsel's diligent, efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording redress to the Aggrieved Employees and avoiding the inevitable expense and risk inherent in protracted litigation. In sum, it was through the efforts of Plaintiff and PAGA Counsel that the considerable benefits of the settlement were obtained. PAGA Counsel Fees payable from this settlement amount to PAGA Counsel in no way undermines their fiduciary duties to the Aggrieved Employees. (Yadidsion Decl., ¶21.)

PAGA Counsel spent adequate time on this matter. Aside from drafting the initial LWDA claim notice, counsel drafted a formal complaint, met and conferred and ultimately filed an amended complaint, conducted formal and informal discovery, reviewed and analyzed timekeeping and payroll data for California non-exempt employees, employment policies, Plaintiff's personnel file, relevant policies and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendant prior and at the mediation, engaged in meet and confer efforts with Defendant, and ultimately participated in drafting and revising the settlement agreement. (Yadidsion Decl., ¶23.) PAGA Counsel conservatively estimates that it invested over 150 hours of attorney time in this matter. At over 17 years out of law school, the Laffey Matrix rate for both Danny Yadidsion and Noël Harlow is $948.00. (*Id.*)

The fee request was negotiated at arm's length during mediation before Chris Barnes, Esq. on March 5, 2025, and reflects the significant risk undertaken by counsel, the quality of the representation, and the favorable result achieved for the Aggrieved Employees. (Yadidsion Decl., ¶12.)

In light of the foregoing, the fee request in an amount equal to 35% of the settlement in this case is well within the bounds that have been established by the above-cited authority, and Defendant has no objection to an award of fees in the amount requested. (Yadidsion Decl., ¶24.)

2. The Request For PAGA Counsel's Costs Are Reasonable.

Plaintiff requests reimbursement for costs not to exceed $20,000.00. The total costs incurred as of the filing of this motion by PAGA Counsel is $15,687.84. (Yadidsion Decl., ¶25, **Exhibit D**.) The litigation expenses incurred are and were reasonable and necessary in the prosecution of the instant action, for the benefit of both the State and the Aggrieved Employees. (*Id.*) In addition, PAGA Counsel anticipates at least some additional litigation costs to finalize this matter. (*Id.*)

The costs incurred include filing fees, mediation fees with Chris Barnes, Esq., discovery-related expenses, legal research assistance, copying, postage, and similar items necessary for the prosecution of this action. Moreover, the expenses for which reimbursement is sought are recoverable in common fund cases. *(In re United Energy Corp. Solar Power Modules Tax Shelter Inv. Secs. Litig.*, 1989 U.S. Dist. LEXIS 19146, 16 (C.D. Cal. 1989) ("[Reimbursement of ... filing fees, postage, telephone bills, photocopying, legal research assistance, deposition costs, witness fees, and similar items ... [are] appropriate for cost reimbursement in common fund cases."); *Bond v. Ferguson Enters. Inc.*, 2011 U.S. Dist. LEXIS 70390, at 36-37 (E.D. Cal. 2011) (finding that the incurred costs, including payment to court reporters for depositions, mediation costs, legal research, and in-house copies of documents, are routinely reimbursed in these types of cases); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, at 493 (E.D. Cal. 2010) ("The costs billed, which include ground transportation, copy and scanning costs, computer research, and expert witness fees, are reasonable.").

Accordingly, Plaintiff respectfully requests that the Court approve PAGA Counsel's cost reimbursement request.

C. The Enhancement Award Requested by Plaintiff Is Reasonable.

As part of the Settlement Agreement, Plaintiff will seek a representative Service Award of $7,500.00 in addition to his Individual Settlement Payment.

Plaintiff was formerly employed by Defendant. (Declaration of Pedro Gomez ("Gomez Decl."), ¶3.) Plaintiff contends he has taken an extraordinary step to challenge his former employer's actions by bringing this lawsuit. He did so in the belief that he, and all Aggrieved Employees, were, in fact, entitled to the relief sought in this case. Plaintiff's actions have resulted in a substantial recovery for all Aggrieved Employees, and the enhancement award he seeks is reasonable.

Plaintiff fully participated in the analysis and planning of this action throughout the pendency of the litigation. (Gomez Decl., ¶¶ 12-14.) He was kept well informed of the nature and extent of settlement discussions and approved the same. (*Id.*) Plaintiff assisted counsel in evaluating the claims, participated in discovery, prepared for and attended the mediation on March 5, 2025 before Chris Barnes, Esq., and participated in evaluating the settlement terms. (*Id.*) By bringing this action, Plaintiff risked workplace retaliation and potential reputational harm associated with suing his former employer. (*Id.*)

The Service Award sought for Plaintiff is entirely reasonable, consistent with awards in this Court, and represents approximately two percent (2.15%) of the GSA. Absent the actions taken by Plaintiff, none of the Aggrieved Employees would have reaped the rewards of this action.

<u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion and enter an order approving the PAGA Settlement Agreement.

DATED: November 18, 2025 Respectfully Submitted,

LABOR LAW PC

By: [signature]

Danny Yadidsion
Noël Harlow
Attorneys for Plaintiff PEDRO GOMEZ, individually and on behalf of other aggrieved employees