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Attorneys for Plaintiff DARREN EDMON,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

DARREN EDMON, on behalf of himself and
current and former aggrieved employees,

Plaintiff,

vs.

PROLINK HEALTHCARE; MARTIN
LUTHER KING, JR. – LOS ANGELES (MLK-
LA) HEALTHCARE CORPORATION; and
DOES 1 to 100, inclusive,

Defendants,

Case No.: 23STCV28214

*[Assigned for All Purposes to the Hon. Daniel
M. Crowley, Dept. 71]*

**PLAINTIFF’S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

*[Filed concurrently with the Declaration of Eve
Howe in Support; [Proposed] Order]*

Hearing Information:

Date: July 2, 2025

Time: 8:30 a.m.

Dept.: 71

Res. ID: 346209401987

1 **TO THE HONORABLE COURT, TO ALL PARTIES, AND TO THEIR COUNSEL**
2 **OF RECORD: NOTICE IS HEREBY GIVEN** that on July 2, 2025 at 8:30 a.m. in Department 71
3 of the Los Angeles County Superior Court, Stanley Mosk Courthouse, located at 111 North Hill
4 Street, Los Angeles, CA 90012, Plaintiff DARREN EDMON ("Plaintiff") will move for an order
5 granting approval of the proposed settlement on the terms and conditions set forth in the Private
6 Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA") Settlement Agreement (the
7 "Settlement Agreement") between Plaintiff and Defendants PROLINK HEALTHCARE and
8 MARTIN LUTHER KING, JR. – LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION
9 (together, "Defendant"). A copy of the PAGA Settlement Agreement is attached as **Exhibit 1** to the
10 Declaration of Eve Howe in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Howe
11 Dec.").

12 **Notice to the LWDA:** On February 4, 2025, Plaintiff's Counsel filed the Settlement
13 Agreement with the California Labor and Workforce Development ("LWDA"). (Howe Dec. **Exhibit**
14 **12.**)

15 The motion is based on this Notice of Motion and Motion, the Memorandum of Points and
16 Authorities in Support, Declaration of Eve Howe in Support, Declaration of Darren Edmon in
17 Support, exhibits, all other pleadings and papers on file in this action, and any oral argument or other
18 matter that may be considered by the Court.

19 DATE: February 4, 2025

20 Respectfully submitted,
21 **LAVI & EBRAHIMIAN, LLP**

22 By: /s/ Eve Howe
23 JOSEPH LAVI
24 VINCENT C. GRANBERRY
25 EVE HOWE
26 Attorneys for Plaintiff DARREN EDMON, on
27 behalf of himself and current and former
28 aggrieved employees

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff DARREN EDMON ("Plaintiff") respectfully submit this memorandum in support of
4 their motion for approval of the settlement of this action pursuant to the Private Attorneys General
5 Act of 2004, Labor Code section 2698, et seq. (hereinafter "PAGA") with Defendants PROLINK
6 HEALTHCARE and MARTIN LUTHER KING, JR. – LOS ANGELES (MLK-LA) HEALTHCARE
7 CORPORATION (together, "Defendant"). Plaintiff seeks entry of a proposed order and judgment
8 granting approval of the PAGA settlement.

9 As consideration for this settlement, Defendant will fund a non-reversionary, common fund
10 settlement of \$220,000.00 (the "Gross Settlement Amount") which includes: the PAGA Counsel Fees
11 Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payments,
12 the Administration Expenses Payment, and the PAGA Penalties. (Howe Dec. Ex. 1 §1.11.) After
13 deduction from the Gross Settlement Amount of the payments for the PAGA Counsel Fees Payment,
14 the PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payments, and the
15 Administration Expenses Payment, the amount to be distributed to the California Labor and
16 Workforce Development ("LWDA") and Aggrieved Employees is equal to approximately
17 \$127,166.67 if all requested amounts are approved. (Howe Dec. Ex. 1 §3.2.)

18 The entire PAGA Penalties amount is for the payment of civil penalties under PAGA. The
19 PAGA Penalties shall be allocated for payment of civil penalties and shall be distributed 75% to the
20 LWDA and 25% to the Aggrieved Employees. (Howe Dec. Ex. 1 §1.23; Lab. Code §2699(i) [civil
21 penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the [LWDA]
22 ...; and 25 percent to the aggrieved employees]. Plaintiff estimates the LWDA will receive
23 approximately \$96,751.44 ($\$129,001.93 \times .75$ to LWDA = \$96,751.44). Plaintiff estimates
24 \$32,250.49 will be distributed pro rata to the Aggrieved Employees based on the number of pay
25 periods worked during the PAGA Period¹ ($\$129,001.93 \times .25$ = \$32,250.49). (Howe Dec. Ex. 1 §3.3)
As set forth below, Plaintiff believes this is a fair result for the PAGA litigation.

26 ///

27 ///

28 ¹ "PAGA Period" shall refer to the time period from October 11, 2023 to 60 days from the date of execution of the Settlement Agreement (January 6, 2025). (Howe Dec. Ex. 1 §1.20.)

II. SUMMARY OF LITIGATION

A. The Parties

Defendant is authorized to do business within the State of California and do business in the State of California, including but not limited to Los Angeles County. Plaintiff worked as non-exempt hourly paid employee for Defendant from approximately March 14, 2023 to June 9, 2023. Based on information from Defendant, there were approximately 1,043 non-exempt or hourly employees who worked for Defendant during the PAGA Period. (Howe Dec. ¶3.)

B. The Complaint And Allegations

On September 12, 2023, Plaintiff submitted a letter to the LWDA to notify the LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of the Labor Code. (Howe Dec. ¶4.)

On November 17, 2023, Plaintiff filed his initial Complaint in this Action alleging a single cause of action for Civil Penalties Pursuant to PAGA for the following claims against Defendant: (1) failure to pay wages for all hours worked at minimum wage; (2) failure to pay overtime wages for overtime hours worked at the overtime rate of pay; (3) failure to authorize or permit meal periods and pay meal period premiums; (4) failure to authorize or permit rest periods and pay rest period premiums; (5) failure to provide complete and accurate wage statements; (6) failure to pay all wages due at the time of termination or resignation; and (7) failure to timely pay earned wages during employment (the "Action"). (Howe Dec. ¶5.)

On May 29, 2024, the Honorable Kenneth R. Freeman granted a Motion to Compel Arbitration, Dismiss Class Allegations, and Dismiss Action filed by Defendant in *Edmon v. ProLink Healthcare*, Los Angeles Superior Court, Case No. 23STCV21974 (the "Class Action"). The Class Action asserted claims for (1) failure to pay all wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to furnish timely and accurate wage statements, (6) failure to pay all compensation due upon discharge, and (7) unfair business practices. Plaintiff's claims in the Class Action were based on the same conduct as that alleged in the PAGA Complaint filed in the Action. The Parties never initiated an arbitration of Plaintiff's individual claims remaining from the Class Action. (Howe Dec. ¶6.)

At all times, Defendant denied the allegations and contended that: they properly paid minimum and overtime wages, they properly provided all necessary meal and rest breaks and/or paid appropriate

meal and rest period premiums, employees were provided itemized statements in compliance with the Labor Code, and that they promptly paid all wages due and owing upon separation of employment. (Howe Dec. ¶7.)

C. Production Of Directly Relevant Formal and Informal Discovery And Legal Analysis By Parties' Counsel

After filing the lawsuit, the Parties engaged in significant informal written discovery. Following the dismissal of Plaintiff's class action claims on May 29, 2024, the Parties engaged in extensive discussions in an attempt to reach a global settlement of both Plaintiff's remaining individual claims, as well as the PAGA claims at issue in this Action. The Parties were able to reach a settlement on August 28, 2024 after months of negotiation, which led to this Agreement to settle the Action. In preparation for these negotiations, the Parties exchanged various documents and information that allowed both sides to evaluate the potential exposure and potential risk, information about the number of pay periods and the number of individuals in the PAGA group, as well as the effect of the PAGA settlement approved in *Amanda Bowers and Susan Tidwell v. ProLink Staffing Services, LLC*, Los Angeles Superior Court, Case No. 21STCV22188, on September 20, 2023. (Howe Dec. ¶8.)

The Parties have undertaken reasonable investigation of the facts and law during the pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the PAGA claims against Defendant, including research of the applicable law and the potential defenses and review of relevant documents. Plaintiff obtained directly relevant data including Defendant's written policies related to the claims at issue in Plaintiff's Complaint and Plaintiff's personnel file. (Howe Dec. ¶9.)

Plaintiff and Plaintiff's Counsel have concluded—after considering the sharply disputed factual and legal issues involved on the PAGA claims, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the agreement—that settlement was in the best interest of the representative Plaintiff, the LWDA, and the aggrieved employees and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor Code. (Howe Dec. ¶10.)

III. SUMMARY OF SETTLEMENT

A. Terms Of Settlement

The Parties have agreed to settle the Lawsuit by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement a copy of which is attached to the

concurrently filed Declaration of Eve Howe as **Exhibit "1"**.

A summary of the key terms of the Settlement is as follows:

1. Aggrieved Employee: means all current and former non-exempt employees who work or worked for Prolink in California during the PAGA Period. The "PAGA Period" means the period from October 11, 2023 to January 6, 2025. (Howe Dec. Ex. 1, §§ 1.4 & 1.20.)
2. Gross Settlement Amount: means \$220,000.00 (Two Hundred Twenty Thousand Dollars) which is the total amount Prolink agrees to pay under the Agreement. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment, the Individual PAGA Payments to the Aggrieved Employees, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. (Howe Dec. Ex. 1 §1.11.)
3. Net Settlement Amount: means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the LWDA PAGA Payment and the Individual PAGA Payments to the Aggrieved Employees. (Howe Dec. Ex. 1 §1.16.)

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$31,791.67 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (Howe Dec. Ex. 1 §3.3.2.1.)
4. PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment: Plaintiff's Counsel shall request and be paid a PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$73,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$5,000. If the Gross Settlement Amount increases in accordance with Paragraph 8 below, then the PAGA Counsel Fees Payment shall increase to 1/3 of the increased Gross Settlement Amount. Prolink will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel will assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and will hold Prolink harmless, and indemnify Prolink, from any dispute or controversy regarding any division or sharing of any of these Payments. (Howe Dec. Ex. 1 §3.2.1.)
5. PAGA Representative Service Payment: Plaintiff's Counsel shall request a PAGA Representative Service Payment to Plaintiff of not more than \$5,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive). Prolink will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. (Howe Dec. Ex. 1 §3.2.3.)
6. Administrator Expenses Payment and Settlement Administrator: The Parties have

jointly selected Phoenix Class Action Administration Solutions (“Phoenix”) as the Settlement Administrator and have allocated Nine Thousand Five Hundred Dollars (\$9,500.00) for the Administrator Expenses Payment, subject to Court Approval. To the extent the Administration Expenses are less or the Court approves payment less than \$9,500, the Administrator will retain the remainder in the Net Settlement Amount. (Howe Dec. Ex. 1 §§ 1.2 & 3.2.2.)

7. Release of Claims: Effective on the date when Prolink fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

All Aggrieved Employees, the state of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in Complaint, the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Defendant for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any non-PAGA claims of any individuals.

(Howe Dec. Ex. 1 §5.2.)

B. Notice And Distribution Of PAGA Funds

The Settlement defines the “Effective Date” as the date by which the last of the following has occurred: 1) the Court has issued the Approval Order and entered Judgment in accordance with the terms described herein; and 2) if the State of California, acting through the LWDA or any other administrative agency or official, or any third party timely objects to the Settlement or intervenes in the Action: (i) if there is an appeal of the Court’s Judgment, the date the judgment is affirmed on appeal, or the date of dismissal of such appeal, (ii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, which is 65 days after entry of Judgment. (Howe Dec. Ex. 1 §1.10.)

Within 21 days of the Approval Order, Prolink will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Prolink has a continuing duty

1 to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
2 employee identifying information and to provide corrected or updated Aggrieved Employee Data as
3 soon as reasonably feasible. Without any extension of the deadline by which Prolink must send the
4 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use
5 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
6 Aggrieved Employee Data. (Howe Dec. Ex. 1 §4.2.)

7 Prolink shall fully fund the Gross Settlement Amount by transmitting the funds to the
8 Administrator no later than 60 days after the Effective Date. (Howe Dec. Ex. 1 §4.3.)

9 Within 14 days after Prolink funds the Gross Settlement Amount, the Administrator will mail
10 checks for all Individual PAGA Payments, PAGA Representative Service Payments, the LWDA
11 PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and
12 PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
13 and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
(Howe Dec. Ex. 1 §4.4.)

14 The Administrator will issue checks for the Individual PAGA Payments and send them to the
15 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
16 prominently state the date (not less than 180 days after the date of mailing) when the check will be
17 voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any
18 checks, the Settlement Administrator must update the recipients' mailing addresses using the National
19 Change of Address Database. (Howe Dec. Ex. 1 §4.4.1.)

20 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved
21 Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days
22 of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address
23 provided or to an address ascertained through the Aggrieved Employee Address Search. The
24 Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed
25 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
26 any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
27 Employee prior to the void date. (Howe Dec. Ex. 1 §4.4.2.)

28 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and

1 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
2 to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
3 (Howe Dec. Ex. 1 §4.4.3.)

4 The payment of Individual PAGA Payments shall not obligate Prolink to confer any additional
5 benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions
6 or bonuses) beyond those specified in this Agreement. (Howe Dec. Ex. 1 §4.4.4.)

7 **IV. ARGUMENT IN FAVOR OF APPROVAL**

8 **A. The Proposed PAGA Settlement Should Be Approved**

9 It is well established that PAGA serves to augment the limited enforcement capability of the
10 LWDA by empowering employees to bring actions to enforce California's labor standards. (*Iskanian*
11 *v. CLS Transportation L.A., LLC* (2014) 59 Cal.4th 348, 383; accord *Arias v. Sup. Ct.* (2009) 46
12 Cal.4th 969, 986 ["The act's declared purpose is to supplement enforcement actions by public
13 agencies, which lack adequate resources to bring such actions themselves."].) In the similar context
14 of wage and hour class actions, the Courts review settlements to determine whether the proposed
15 settlement is within the range of reasonableness considering the strength of the claims against the
16 proposed settlement, the risk, expense, complexity and likely duration of further litigation, the extent
17 of discovery completed and the stage of the proceedings, and the experience and views of counsel.
18 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) Furthermore, courts must give "proper
19 deference to the private consensual decision of the parties" because "the court's intrusion upon what
20 is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be
21 limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of
22 fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken
23 as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.* (9th Cir.
24 1998) 150 F.3d 1011, 1027.)

25 In this case, the settlement was reached through arms' length bargaining, and sufficient
26 investigation was performed to allow counsel to act intelligently. (Howe Dec. ¶¶8-10.) As described
27 above, the parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case
28 before reaching the proposed settlement and engaged in sufficient investigation and discovery, to support
the settlement. Accordingly, the settlement came only after the case was fully investigated by counsel.
This litigation, therefore, had reached the stage where "the Parties certainly have a clear view of the

1 strengths and weaknesses of their cases" sufficient to support the settlement. (*Boyd v. Bechtel Corp.*
2 (N.D. Cal. 1979) 485 F. Supp. 610, 617.)

3 The settlement negotiations have been at all times adversarial and non-collusive in nature.
4 Indeed, continued good faith but occasionally contentious negotiations were required over several
5 months to ultimately reach an agreement. (Howe Dec. ¶8.) While Plaintiff believes in the merits of the
6 case, they also recognize the inherent risks of litigation and understand the benefit of settlement and
7 providing funds immediately as opposed to delaying payment or risking an unfavorable decision on
8 summary adjudication/judgment, at trial and/or the damages awarded, and/or appeal all of which have
9 potential to eliminate any relief. *Id.*

10 Further, experienced counsel, operating at arms-length, have weighed the strengths of the case
11 and examined all of the issues and risks of litigation and endorse the proposed settlement. The view
12 of the attorneys actively conducting the litigation "is entitled to significant weight" in deciding
13 whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries, Inc.* (E.D. Pa. 1985)
14 630 F.Supp. 482, 488; *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *affd.* 661
15 F.2d 939 (9th Cir. 1981); *Boyd*, 485 F.Supp. at 617.) Counsel is experienced in similar litigation and
16 approves the settlement. (Howe Dec. ¶¶22-28.)

17 There are significant legal uncertainties associated with cases such as this as they can be
18 factually complex and require protracted litigation to resolve. A settlement is not judged solely against
19 what might have been recovered had plaintiff prevailed at trial, nor does the settlement have to provide
20 100% of the damages sought to be fair and reasonable. (*Linney v. Cellular Alaska Partnership* (9th
21 Cir. 1998) 151 F. 3d 1234, 1242; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 246
22 & 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App. 3d 1117, 1139.) Instead, "[c]ompromise is
23 inherent and necessary in the settlement process ... even if the relief afforded by the proposed
24 settlement is substantially narrower than it would be if the suits were to be successfully litigated, this
25 is no bar to a class settlement because the public interest may indeed be served by a voluntary
26 settlement in which each side gives ground in the interest of avoiding litigation" (*Wershba*, 91
Cal.App.4th at 250.)

27 **B. The Proposed Settlement Is A Reasonable Compromise Of Claims**

28 To evaluate a settlement, the trial court must receive "basic information about the nature
and magnitude of the claims in question and the basis for concluding that the consideration being

1 paid for the release of those claims represents a reasonable compromise." (See *Kullar v. Foot Locker*
2 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) To assist the Court with determining if the proposed
3 settlement is within a range that is fair, reasonable, and adequate, Plaintiff's counsel analyzed the
4 value of pleaded class allegations. As stated above, the settlement was reached only after
5 exchanging discovery prior and conducting legal analyses of both Plaintiff's and Defendant's
6 theories.

7 Based on the informal discovery produced by Defendant, during the period from October
8 11, 2023 through June 9, 2024, Defendant employed approximately 1,043 Aggrieved Employees
9 over the course of approximately 13,159 PAGA Pay Periods. Based on the data, the realistic
10 exposure for the PAGA claims amounted to approximately **\$657,950.00**, assuming that the Court
11 assessed a maximum penalty of \$50 per pay period with a proven violation as in *Amaral* (13,159
12 pay periods X \$50 per pay period = \$657,950.00). (Howe Dec. ¶11.)

13 **Defendant's Defenses to Plaintiff's Claims:**

14 With regard to Plaintiff's wage claims, Defendant contended that they properly paid minimum
15 and overtime wages and properly paid Aggrieved Employees for all hours which they worked.
16 Defendant would likely contend that any time Plaintiff or Aggrieved Employees spent working off
17 the clock was unknown to Defendant and was also likely de minimis. Regarding Plaintiff's meal and
18 rest break claims, Defendant contended that they had proper meal and rest period policies in place,
19 that Plaintiff and Aggrieved Employees were informed of these policies, and that any failure to take
20 required meal and/or rest periods was a result of the individual actions of Plaintiff and Aggrieved
21 Employees. Defendant would likely further contend that they properly paid all required meal and/or
22 rest break premiums due to Plaintiff and Aggrieved Employees. Regarding Plaintiff's timely payment,
23 wage statement, and waiting time claims, because they were wholly derivative of the Plaintiff's
24 primary claims, as explained above, they would fail for the same reasons. (Howe Dec. ¶12.)

25 Importantly however, a number of courts have found that the "subsequent" penalty under
26 PAGA applies only after a court or the Labor Commissioner determines that the employer has violated
27 the Labor Code. See *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; accord
28 *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009)
2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not subject

1 to heightened penalties for subsequent violations unless and until a court or commissioner notifies
2 the employer that it is in violation of the Labor Code”); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157,
3 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil penalties” because the defendant
4 was not given notice by the Labor Commissioner when the “subsequent” violations occurred); *Chen*
5 *v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D.
6 Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that they are
7 committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine*
8 *Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec.
9 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
10 violations unless and until a court or commissioner notifies the employer that it is in violation of the
11 Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008). When evaluating
12 Defendant’s exposure here, Plaintiff’s counsel was forced to consider this line of cases. Additionally,
13 Defendant asserted that Plaintiff’s claims were not subject to common proof, but instead required
14 individualized inquiries into what each employee was doing during each pay period at issue in the
15 PAGA period. Defendant asserted that Plaintiff is still required, however, to prove each and every
16 instance of a PAGA violation. Defendant contended that this lack of common proof would
17 significantly limit the number of PAGA violations that Plaintiff could prove at trial, and as such
18 significantly reduces the valuation of these claims. *See, e.g., Estrada v. Royalty Carpet Mills, Inc.*, 76
19 Cal. App. 5th 685, 713 (2022) (“in cases with individualized circumstances and vast numbers of
20 alleged aggrieved employees, PAGA plaintiffs may have difficulty proving purported violations
21 suffered by other employees,” and therefore run the “risk being awarded a paltry sum of penalties.”)
(Howe Dec. ¶13.)

22 Applying further significant discounts for the risks associated with the action (including but
23 not limited to, the risk that the Court exercises its discretion to lower the penalties awarded and the
24 risk of losing at trial), this settlement for \$220,000.00 is well within a reasonable range, especially
25 considering the defenses Defendant raised regarding properly paying wages for all time worked,
26 issuing legally compliant policies during the PAGA period and that certain types of violations
27 potentially do not give rise to penalties pursuant to Labor Code sections 226 or 203. (Howe Dec. ¶14.)

28 Moreover, the proposed Settlement, even with deductions, provides a substantial sum to the

1 Aggrieved Employees. The Settlement secured by Plaintiff here is greater than other PAGA penalty
2 awards approved by California state courts, which often range between \$7,500.00 and \$15,000.00 for
3 PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA
4 penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No.
5 BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA
6 penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case
7 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA
8 penalties of \$10,000.00 for class of approximately 3,000 members). (Howe Dec. ¶15.)

9 Defendant would likely argue that PAGA penalties would be limited. Defendant could argue
10 that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, as
11 assumed above, courts considering the issue have refused to “stack” PAGA penalties. *See*
12 *Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec.
13 19, 2018) (approving PAGA penalty reduction to \$5 per pay period); *accord Atempa v. Pedrazzani*
14 (2018) 27 Cal.App.5th 809. Moreover, Defendant would likely argue that Plaintiff is not entitled to
15 recover PAGA penalties at the subsequent violation rate of \$100 per pay period. California’s
16 appellate courts have held that “[u]ntil the employer has been notified that it is violating a Labor
17 Code provision (whether or not the commissioner or court chooses to impose penalties), the
18 employer cannot be presumed to be aware [of the violation]” and therefore, until a Court or the
19 Commissioner issues a finding of a violation, the initial \$50 violation rate applies for each pay
20 period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
21 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
22 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts
23 have held that employers are not subject to heightened penalties for subsequent violations unless
24 and until a court or commissioner notifies the employer that it is in violation of the Labor Code”).
25 Thus, Defendant could argue that even if Plaintiff was able to establish any violation of the Labor
26 Code, the PAGA penalties assessed for these violations will be computed at the \$50 per pay period
27 rate, as opposed to the \$100 per pay period rate at maximum, and there is a possibility that a further
28 reduction of the penalty to \$5 per pay period as approved in *Carrington* could apply given
Defendant’s alleged compliance with the Labor Code as discussed above. (Howe Dec. ¶16)

1 Plaintiff understood Defendant's position to be, using the most recent court of appeal
2 decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*)
3 (i.e. at \$5.00 per pay period X 13,159 pay periods at issue), that it is likely Defendant's maximum
4 exposure on the minimum and overtime wage claims is actually only **\$65,795**. Defendant could
5 argue that this Court would use the *Carrington* valuation as a ceiling for assessing PAGA penalties
6 on the remaining primary and derivative claims as well and that this amount (i.e., \$65,795) was its
7 true "worst case scenario" exposure for **all** claims. As such, the settlement amount of \$220,000 is
8 approximately 33.4% of the realistic exposure scenario of \$657,950 (assuming \$50 per pay period)
9 and exceeds the "worst case scenario" exposure by over a factor of 3. (Howe Dec. ¶17.)

10 Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy Group*
11 *v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed Settlement
12 is neither unjust nor ignores the public interest, it should be approved. (Howe Dec. ¶18.)

13 Practically speaking, if Plaintiff continued litigating this matter, the Plaintiff, LWDA, and
14 employees potentially could have received nothing if the Court had agreed with Defendant's position
15 especially in light of the volatility of this area of law and the aforementioned defenses. The settlement
16 is reasonable in light of the risks involved in this case—including the prospect of a potential adverse
17 summary adjudication ruling, defenses to the case, potential appeal, and potential costs which could
18 be forced on our client if Plaintiff was not successful. (Howe Dec. ¶19.)

19 Plaintiff's Counsel is convinced that the proposed settlement is fair based on the negotiations
20 and a detailed knowledge of the issues present in this action. The length and risks associated with a
21 motion for summary adjudication, trial, and other normal perils of litigation have impacted the value
22 of the claims and were all weighed in reaching the proposed settlement. In light of the above, the
23 proposed Settlement is well within the range of reasonableness and should be granted approval.
24 Plaintiff believes that in providing employees with relief and obtaining penalties for the LWDA, this
25 settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be
26 approved. (Howe Dec. ¶20.)

27 Accordingly, the gross PAGA penalty payment is highly reasonable in light of the risks and
28 uncertainties associated with the PAGA claims in this case. Additionally, the length and risks
associated with a motion for summary adjudication, trial, and other normal perils of litigation have

1 impacted the value of the claims and were all weighed in reaching the proposed settlement. The
2 Settlement commits Defendant to pay a sum large enough to punish Defendant for alleged violations
3 and to deter such alleged conduct in the future. At the same time, in light of the alleged violations and
4 defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the
5 foregoing, the proposed settlement is fair, reasonable, and in the best interest of the state of California
6 and the Aggrieved Employees and should be granted approval. (Howe Dec. ¶21.)

7 **V. THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED**

8 Counsel seeks \$73,333.33, one-third of the Gross Settlement Amount, in fees for the time spent
9 litigating this matter and reimbursement of expenses of \$3,164.74 incurred in the prosecution of this
10 action. The request is for fair compensation for undertaking complex, risky, expensive, and time-
11 consuming litigation on a contingent fee basis. (Howe Dec. Ex 2).

12 **A. Plaintiff's Attorneys' Fee Request Of One-Third Of The Gross Settlement Is
Proper Under The Common Fund Doctrine**

13 California state and federal courts have recognized that in actions creating a common fund
14 benefiting others as well as a plaintiff, an appropriate method for determining an award of attorneys' fees
15 is based on a percentage of the total value of benefits provided by the litigation. (*Laffitte v. Robert Half*
16 *Int'l Inc.* (2016) 1 Cal.5th 480, 497-499, 503-506; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co.*
17 *v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 577 F.2d 759,
18 769.) Such "fee spreading" assures that all those benefited by the litigation pay their fair share of
19 obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.)

20 In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
21 Counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
22 Supreme Court approved the use of the percentage of fund or common fund method to award one-third
23 of the settlement amount or \$6,333,333.33 to Counsel for attorneys' fees. The Court stated:

24 Whatever doubts may have been created by *Serrano III, supra*, 20 Cal.3d 25,
25 [], or the Court of Appeal cases that followed, we clarify today that use of the
26 percentage method to calculate a fee in a common fund case, where the award
27 serves to spread the attorney fee among all the beneficiaries of the fund, does
28 not in itself constitute an abuse of discretion. We join the overwhelming
majority of federal and state courts in holding that when class action litigation
established a monetary fund for the benefit of the class members, and the trial
court in its equitable powers awards 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. The recognized advantages of the percentage

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

(*Laffitte*, 1 Cal.5th at 503.) Under the “common fund” doctrine, “a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” (*Boeing*, 444 U.S. at 478.) The Supreme Court explained: “The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched at the successful litigants’ expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney’s fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit.” (*Id.*) Thus, the common fund doctrine ensures that each beneficiary of the settlement contributes proportionately to the payment of the attorneys’ fees recovered from monetary payments that the prevailing party recovered in the lawsuit. (*Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967, citing *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.)

In common fund cases, the percentage approach is preferable to the lodestar because: (1) it aligns the interests of Counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*Laffitte*, 1 Cal.5th at 486-487; see *Lealao*, 82 Cal.App.4th at 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375, 1378-79.)

A fee of \$73,333.33, which constitutes one-third of the gross settlement, is within the range of reasonableness. (See *Laffitte*, 1 Cal.5th at 503-504 [approving common fund method used for attorneys’ request of one-third of settlement].) Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig.*, 723 F. Supp. at 1378.) Because Counsel’s requested fee is reasonable and falls well within the historical range of attorney’s fee awards under the common fund theory, the Court should approve the requested fees as reasonable pursuant to the common fund approach.

B. Plaintiff’s Fee Request Is Reasonable Under The Lodestar Method

In a common fund settlement “[t]he lodestar method is merely a cross-check on the reasonableness of a percentage figure.” (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043,

1050, n.5.) In this case, consideration of Counsel's lodestar as a cross-check to the percentage figure also strongly supports the reasonableness of the requested fee award. The base amount is then adjusted in light of various factors. (*Serrano v. Priest*, 20 Cal.3d at 48.)

Counsel's total lodestar in this case as of the date of this motion is approximately **\$39,450.00**. (Howe Dec. ¶37.) Counsel's hourly rates are reasonable, Counsel's hours spent are reasonable, and Plaintiff would even be entitled to a multiplier to account for the successful result in this action and to compensate Plaintiff and their counsel for the contingent risk inherent in the litigation and for the delay in receiving fees. The breakdown of the hours worked by counsel in this matter is set forth as follows:

Attorney	Hours	Hourly Rate	Total
Joseph Lavi	12	\$1,000	\$12,000
Vincent Granberry	15	\$750	\$11,250
Elizabeth Harrier	16	\$675	\$10,800
Eve Howe	8	\$675	\$5,400
Total	51	N/A	\$39,450

(Howe Dec. ¶¶33-36.)

1. Counsel's Hourly Rates Are Reasonable

The hourly rates of the attorneys stated above are in line with rates approved for attorneys in this region with similar experience. (Howe Dec. **Exhibits 4-6** [printouts of California firms from 2014 NLJ Survey of Attorney Fees, 2008 NLJ Survey of Attorney Fees, and Laffey Matrix].) A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) When determining a reasonable hourly rate, courts may consider factors such as the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.) Class Counsel's skill and experience support their hourly rates. (Howe Dec. ¶¶22-28 [describing experience in employment law and class actions with Mr. Granberry an attorney out of law school in 2010 and in practice with Lavi & Ebrahimian, LLP since April 2014, and Mr. Lavi a founding partner and out of law school and practicing since 2000].) Other attorneys working in California courts charge comparable if not higher rates as indicated in the printouts of California firms' billing rates from the 2014 National Law Journal

1 Survey showing partner rates up to \$1,195 and associate rates up to \$750. (Howe Dec. **Exhibit 4**
2 [printouts from 2014 National Law Journal Survey for California firms showing a high rate for
3 partners of \$1,195 and high for associates of \$725]; Howe Dec. **Exhibit 5** [2008 National Law Journal
4 Survey showing 2008 fees of California partners with high of \$980 and associate high of \$570]; see,
5 *e.g.*, *Richard v. Ameri-Force Mgmt. Servs., Inc.*, Case No. 37-2008-00096019 (San Diego Super. Ct.,
6 August 27, 2010) [\$695 to \$750 an hour for partners]; *Barrera v. Gamestop Corp.*, Case No. CV 09-
7 1399 (C.D. Cal. Nov. 29, 2010) [\$700 an hour for partners]; and *Anderson v. Nextel Retail Stores,*
8 *LLC*, Case No. CV 07-4480 (C.D. Cal. June 20, 2010) [\$655 to \$750 an hour for partners].)

9 Plaintiff's Counsel's rates are also in line with the respective Laffey Matrix rates. (Howe Dec.
10 **Exhibit 6** available at <http://www.laffeymatrix.com/see.html>.) California Courts have applied the
11 Laffey Matrix with adjustments to the specific California locality where the Counsel's office is
12 located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th
13 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment
14 from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs.,*
15 *Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using
16 Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between
17 D.C. Area 's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential
18 from the federal courts' "Judiciary Salary Plan Pay Tables."].) Here, Plaintiffs' Counsel's offices are
19 located in Los Angeles County. For 2018, the Locality Pay Tables (and Judiciary Salary Plan Pay
20 Tables referred to in *In re HPL Techs., Inc.*), state a 2.35 percent increase for the Los Angeles-Long
21 Beach, CA area which includes the following counties: Kern County, Los Angeles County, Orange
22 County, Riverside County, San Bernardino County, Santa Barbara County, and Ventura County.
23 (Howe Dec. **Exhibits 7-8** [2018 Locality Pay Tables for Washington-Baltimore-Arlington and Los
24 Angeles-Long Beach, CA available at [https://www.opm.gov/policy-data-oversight/pay-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/)
25 [leave/salaries-wages/2018/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/)]; (Howe Dec. **Exhibits 9-10**) [Judiciary Salary Plan
26 Pay Tables available at [http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-](http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates)
27 [rates](http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates)]; (Howe Dec. **Exhibit 11**) [2018 Locality Pay Area Definitions defining counties within Los
28 Angeles-Long Beach, CA area available at [---

MEMORANDUM OF POINTS AND AUTHORITIES](https://www.opm.gov/policy-data-oversight/pay-</p></div><div data-bbox=)

1 leave/salaries-wages/2018/locality-pay-area-definitions/].) In applying the 2.35 locality increase for
2 attorneys working in Kern County, Los Angeles County, Orange County, Riverside County, San
3 Bernardino County, Santa Barbara County, and Ventura County over the Washington-Baltimore area
4 stated in the Laffey Matrix, the 2023/2024 Laffey Matrix states the following relevant rates: \$447 for
5 attorneys 1 to 3 years out of law school, \$898 for attorneys 11 to 19 years out of law school and
6 \$1,081 for attorneys 20 plus years out of law school.

7 **2. Counsel's Total Hours Are Reasonable**

8 In determining a lodestar, reasonable hours include, in addition to time spent during litigation,
9 the time spent before the action is filed, including time spent interviewing the clients, investigating
10 the facts and the law, and preparing the initial pleadings. (See *New York Gaslight Club, Inc. v. Carey*
11 (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend
12 the attorneys' fee claim. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.)

13 Counsel has spent approximately a combined 51 hours on this case. (Howe Dec. ¶¶33-36.) In
14 summary form, counsel's many tasks included the following: pre-filing investigation, legal research,
15 and research of Defendant and its operations; communicating with client regarding their responsibility
16 in bringing the action, the facts of his case, their employment, their work environment, his documents
17 and Defendant's policies and procedures; drafting pleadings and notices; drafting communications
18 with the LWDA; reviewing Plaintiff's files and determining liability and evaluating claim and defense
19 strengths and weaknesses; legal research of case law and wage orders regarding applicable claims
20 and defenses; propounding and responding to informal discovery; meeting and conferring over
21 directly relevant informal discovery; evaluating Defendant's policies; determining case strategy;
22 communicating with Defendant's Counsel; evaluating data provided in informal discovery;
23 calculating PAGA damages; negotiating settlement and settlement documents; communicating with
24 the administrator and responding to administrator's inquiries; preparing the motion for approval of
25 PAGA and supporting documents. Combining Plaintiff's counsels' hours and their hourly rates in
26 this case amounts to a total of 51 hours, and calculating individual hourly contributions amounts to a
27 total lodestar of \$39,450.00. Counsel is seeking an \$73,333.33 award of attorneys' fees in connection
28 with this matter, which is in line with the calculated lodestar value, assuming a reasonable multiplier

1 of 1.86. (Howe Dec. ¶37.)

2 **C. Counsel's Costs Request Is Reasonable**

3 Plaintiff's Counsel requests \$3,164.74 in total costs in this matter. This amount is reasonable
4 and was incurred in the litigation of this matter. (Howe Dec. ¶40, **Exhibit 2**.) All costs were
5 reasonably incurred in prosecution of the lawsuit and paid on a contingency basis. The majority of
6 the costs were associated with the initial filing fees, and the remainder was reasonably incurred in
7 prosecution of the lawsuit. (*Id.*)

8 **VI. CONCLUSION**

9 The PAGA settlement is fair, adequate, and reasonable. It will result in fair payment
10 considering the risks and defenses; it is non-collusive; and it was achieved as the result of informed,
11 extensive, and arms' length negotiations conducted by counsel for respective parties who are
12 experienced in wage and hour representative litigation. For the foregoing reasons, the parties
13 respectfully request that the Court grant approval of the proposed PAGA Settlement.

14 Date: February 4, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

16 By: /s/ Eve Howe
17 JOSEPH LAVI
18 VINCENT C. GRANBERRY
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20 Attorneys for DARREN EDMON, on behalf of
21 himself and other current and former aggrieved
22 employees
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