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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

LESLY ARREGUIN AND GIAVANNA PEÑA, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

INTERCARE THERAPY, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV27972

Assigned for All Purposes to the Honorable Christopher K. Lui, Dept. 76

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, SERVICE AWARDS, AND SETTLEMENT ADMINISTRATION COSTS

Date: November 12, 2025
Time: 8:30 a.m.
Department: 76

Reservation ID: 413152607825

Complaint Filed: November 15, 2023
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on November 12, 2025 at 8:30 a.m. in Department 76 of the above-captioned Court located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Lesly Arreguin and Plaintiff Giavanna Peña (collectively referred to herein as "**Plaintiffs**") will and hereby do move the Court for an Order granting approval of the settlement in the above-captioned matter pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"). Specifically, Plaintiffs request that the Court enter an Order:

1. Granting approval pursuant to California Labor Code section 2699(l)(2) of the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") attached as **Exhibit 2** to the Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs ("Blanchard Decl.");
2. Directing the distribution of the Gross Settlement Amount of Nine Hundred Eighty-Five Thousand Dollars and Zero Cents ($985,000.00) pursuant to the terms of the Agreement;
3. Approving the Net Settlement Amount, estimated to be Five Hundred Eighty-Eight Thousand Five Hundred Six Dollars and Eighty-Two Cents ($588,506.82), of which seventy-five percent (75%) will be distributed to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%) will be distributed to the Aggrieved Employees;
4. Approving an award of reasonable attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, equal to Three Hundred Forty-Four Thousand Seven Hundred Fifty Dollars and Zero Cents ($344,750.00) to Plaintiffs' Counsel;
5. Approving the amount of up to Twenty Thousand Two Hundred Forty-Three Dollars and Eighteen Cents ($20,243.18) to Plaintiffs' Counsel for reimbursement of actual litigation costs and expenses pursuant to California Labor Code section 2699(g)(1);
6. Approving the award of Seven Thousand Five Hundred Dollars and Zero Cents

($7,500.00) *each* to Plaintiffs (a total of $15,000 from the Gross Settlement Amount) as Service Awards;

7. Appointing Apex Class Action as the Settlement Administrator; and

8. Approving an award of up to Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00) in anticipated costs to Apex Class Action for its settlement administration services.

In accordance with California Labor Code section 2699, *et. seq*., a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website on July 14, 2025. (Blanchard Decl., ¶ 10 & Exh. 2).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declarations of Annabel Blanchard, Plaintiff Lesly Arreguin, Plaintiff Giavanna Peña, and the Settlement Administrator (Apex Class Action), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: July 14, 2025

BLACKSTONE LAW, APC

By: A. Blanchard

Annabel Blanchard
Attorneys for Plaintiffs
LESLY ARREGUIN AND GIAVANNA PEÑA

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the California Private Attorneys General Act, California Labor Code section 2698, *et seq*. ("PAGA"), Plaintiff Lesly Arreguin and Plaintiff Giavanna Peña (collectively referred to herein as "Plaintiffs") seek approval of the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into with Defendant Intercare Therapy, Inc. ("Defendant") (together, with Plaintiffs, the "Parties"), which is attached as Exhibit 2 to the Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs ("Blanchard Decl."). The Agreement terms are outlined as follows:

- Gross Settlement Amount: Nine Hundred Eighty-Five Thousand Dollars and Zero Cents ($985,000,00).
- Attorneys' Fees: 35% of the Gross Settlement Amount ($344,750.00), to be paid from the Gross Settlement Amount.
- Attorneys' Costs: Twenty Thousand Two Hundred Forty-Three Dollars and Eighteen Cents ($20,243.18), to be paid from the Gross Settlement Amount.
- Service Awards: Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) *each* to Plaintiffs (a total of $15,000.00), to be paid from the Gross Settlement Amount.
- Settlement Administration Costs: up to the amount of Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00), to be paid from the Gross Settlement Amount.
- Estimated Net Settlement Amount: Five Hundred Eighty-Eight Thousand Five Hundred Six Dollars and Eighty-Two Cents ($588,506.82), of which 75% ($441,380.12) will be paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining 25% ($147,126.70) will be paid to the Aggrieved Employees.

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

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a therapy provider based out of Los Angeles, California. (Blanchard Decl., ¶ 2). Defendant employed Plaintiff Arreguin as an hourly-paid, non-exempt behavior interventionist from approximately August 2022 through December 2022. Defendant employed Plaintiff Peña as an hourly-paid, non-exempt behavior interventionist from approximately August 2022 through November 2022. (Blanchard Decl., ¶ 2; Declaration of Lesly Arreguin in Support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs ["Arreguin Decl."], ¶ 3; Declaration of Giavanna Peña in Support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs ["Peña Decl."], ¶ 3).

On September 6, 2023, Plaintiffs provided written notice by electronic submission to the LWDA and by U.S. Certified Mail to Defendant, pursuant to California Labor Code section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice"). (Blanchard Decl., ¶ 3 & Exh. 1).

On October 10, 2023, Plaintiffs filed a Class Action Complaint in the action entitled *Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court Case No. 23STCV24676 ("Class Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 4).

On November 15, 2023, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Complaint") in the action entitled *Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court Case No. 23STCV27972 ("PAGA Action") alleging one cause of action for recovery of civil penalties under PAGA. (*Id.*, ¶ 5).

On May 1, 2024 Plaintiffs and Defendant (together, the "Parties") participated in a formal, full-day mediation conducted by Monique Ngo-Bonnici, a neutral and respected mediator with extensive experience in complex wage and hour matters. The Parties were unable to reach an agreement at the mediation and engaged in significant ongoing discovery and settlement discussions. Finally, in September of 2024, the Parties were able to reach an agreement to resolve the PAGA Action in its entirety. (*Id.*, ¶ 6). On May 30, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 7 & Exh. 2).

During the course of informal discovery in the PAGA Action, Plaintiffs' Counsel conducted an intensive investigation into the facts of the PAGA Action. This included obtaining data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiffs' respective employee files, a sampling of Aggrieved Employees' time and payroll data, relevant wage and hour policies, Defendant's financial information, and Aggrieved Employees' data points so that Plaintiffs could assess the number of alleged potential violations and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of their claims.

Based on the data, information, and documents received, as well as thorough discussions with Defendant's counsel and Ms. Ngo-Bonnici, Plaintiffs' Counsel were able to: (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the relevant statutory period. (Blanchard Decl., ¶ 41). Defendant, however, disputed Plaintiffs' claims and disputed both the existence of and extent of liability as alleged by Plaintiffs, which allowed Plaintiffs' Counsel to further assess the strength of Plaintiffs' claims. (*Ibid.*). Plaintiffs' Counsel's experience in litigating similar representative wage and hour claims, the degree of investigation that was conducted here, and the amount of data, information, and documents that was obtained, was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement. (*Ibid.*).

The Parties believe the Settlement Agreement is fair, reasonable, and adequate. (*Id.*, ¶ 8). The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of Plaintiffs' PAGA claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the PAGA Action. (*Ibid.*).

Defendant denies all of the claims in the PAGA Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Settlement Agreement not become final. (*Id.*, ¶ 9). The Settlement

Agreement reflects a compromise reached to end litigation in the Action. (*Ibid*.). Following significant investigation and extensive settlement negotiations, Plaintiffs now seek approval of the proposed Settlement Agreement, which will resolve all representative claims alleged in the Action. (*Ibid*.).

III. THE SETTLEMENT TERMS

A. Definition of the Aggrieved Employees

For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall be defined as "all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period." (Blanchard Decl., ¶ 11; Settlement Agreement, ¶ 3(a)(5)). The "PAGA Period" is the period from November 15, 2022 to November 13, 2024. (Blanchard Decl., ¶ 11; Settlement Agreement, ¶ 3(a)(5)). There are approximately two thousand eight hundred ninety (2,890) Aggrieved Employees. (Blanchard Decl., ¶ 11; Settlement Agreement, ¶ 3(a)(6)).

B. Amount of Settlement

The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of Nine Hundred Eighty-Five Thousand Dollars and Zero Cents ($985,000.00). (Blanchard Decl., ¶ 12; Settlement Agreement, ¶ 3(a)).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Blanchard Decl., ¶ 12). The Gross Settlement Amount includes: (1) Plaintiff's Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Three Hundred Forty-Four Thousand Seven Hundred Fifty Dollars and Zero Cents ($344,750.00); (2) Plaintiff's Counsel's actual litigation costs and expenses in the amount of Twenty Thousand Two Hundred Forty-Three Dollars and Eighteen Cents ($20,243.18); (3) Service Awards in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) *each* to Plaintiffs (a total of $15,000.00); and (4) Settlement Administration Costs, not to exceed Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00). (Blanchard Decl., ¶ 12; Settlement Agreement, ¶¶ 3(a)(1)-(4)).

After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net

Settlement Amount will amount to approximately Five Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($588,506.82), of which 75% ($441,380.12) will be paid to the LWDA and the remaining 25% ($147,126.70), will be distributed and paid to Aggrieved Employees ("Employees' Portion") on a *pro rata* basis based on the number of pay periods they each worked during the PAGA Period ("Pay Periods"). (Blanchard Decl., ¶ 13; Settlement Agreement ¶¶ 3(a)(4)-(5) & 5(b)).

No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees, containing each Aggrieved Employee's first and last name, last known address, last known telephone number, Social Security number, start and end dates of employment, number of Pay Periods, and other such information as necessary for the Settlement Administrator to calculate Pay Periods (collectively, "Aggrieved Employees List"). (Blanchard Decl., ¶ 14; Settlement Agreement, ¶ 5(c)(1)).

No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the first installment of the Gross Settlement Amount (e.g., 50% of the Gross Settlement Amount), the Settlement Administrator will distribute the agreed-upon Cover Letter and Individual PAGA Payments (together, the "PAGA Settlement Package") to Aggrieved Employees by First-Class United States mail. (Blanchard Decl., ¶ 15; Settlement Agreement, ¶ 5(c)(3)).

Prior to mailing the Individual PAGA Payment checks, the Settlement Administrator will update the Aggrieved Employees' mailing addresses using the National Change of Address Database. (Blanchard Decl., ¶ 16; Settlement Agreement, ¶ 5(c)(3)). Additionally, for all Individual PAGA Payment checks that are returned as undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator will promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the Individual PAGA Payment check. (*Id.*, ¶ 5(c)(3)).

The Individual PAGA Payment checks that are issued to Aggrieved Employees will remain valid and negotiable for up to one hundred and eighty (180) calendar days, and thereafter, will be canceled. (Blanchard Decl., ¶ 17; Settlement Agreement, ¶ 5(4)). Any funds associated with such canceled checks will be distributed to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee at issue and in the amount of their respective Individual PAGA Payment(s). (Blanchard Decl., ¶ 17; Settlement Agreement, ¶ 5(4)).

No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employee List and second installment of the Gross Settlement Amount (e.g. the remaining 50% of the Gross Settlement Amount), the Settlement Administrator will distribute the LWDA Payment to the LWDA, the Service Awards to Plaintiffs, the Attorneys' Fees and Costs to Plaintiffs' Counsel, and the Settlement Administration Costs to itself. (Blanchard Decl., ¶ 18; Settlement Agreement ¶ 5(c)(5)).

Defendant has represented that the Aggrieved Employees worked approximately 40,000 pay periods during the period November 15, 2022 to November 13, 2024. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 3(a)(6)). If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period is more than ten percent (10%) above 44,000, the Gross Settlement Amount will be increased proportionally by the percentage that the actual number exceeds the 10% buffer. (Blanchard Decl., ¶ 19 Settlement Agreement, ¶ 3(a)(6)).

IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT

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

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

A court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process distinct from approval of a class action settlement under Code of Civil Procedure Section 382 and California Rules of Court Rule 3.769. First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount aggrieved employees are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages," and while a "[PAGA] action is ... designed to protect the public and penalize the employer for past illegal conduct," a reviewing court must be mindful of the fact that settlement of a PAGA claim involves a compromise. (*Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 at *11 (E.D. Cal. June 30, 2010)). "Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (*Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774 at *12 (Apr. 2, 2010)). The Court should not lose sight of the fact that, "[u]nlike a class action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." (*Ibid*.).

Second, consistent with the fact that unnamed employees have no property interest in a PAGA claim, "[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." (*Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774 at *13). Indeed, "[PAGA] does not create property rights or any other substantive rights" as "[i]t is simply a procedural statute allowing an aggrieved employees to recover civil penalties – for Labor Code violations – that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th 993, 1003 (2009)). This renders the approval process of a PAGA settlement distinct from a class action settlement, as there is no need for the Court to employ the "two-step approval process" required under California Rules of

Court Rule 3.769.

Finally, unlike class action settlements, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding...the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (*Arias v. Sup. Ct.*, 46 Cal.4th 969, 985-87 (2009)). Thus, the scope of a release in a PAGA settlement is confined to the PAGA penalties alleged in the complaint and/or the plaintiff's notice to the LWDA and to the claims that were, or could have been, alleged pursuant to PAGA based on the factual allegations in the complaint and/or the plaintiff's notice to the LWDA. In the case at hand, as the only claims at issue are PAGA claims, those will be the only claims extinguished through the Settlement.

V. THE AGREEMENT IS FAIR AND SHOULD BE APPROVED

A. <u>The Agreement is Presumed to Be Fair</u>

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th 224, 245 (2001); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 799 (2009)). Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters. (Blanchard Decl., ¶ 20).

B. <u>The Agreement is Fair, Adequate, and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks</u>

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if it is fair given the circumstances of the case. (*Mallick v. Sup. Ct.*, 89 Cal.App.3d 434, 438 (1979)). In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." (*Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted)). A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain one hundred percent of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' 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, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement."[1] (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)). Even though a *Kullar* analysis is not required for approval of a PAGA settlement, a brief analysis is included to support approval of the Settlement Agreement. (*See* Blanchard Decl., ¶¶ 20-41).

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

1. <u>Strength of Plaintiffs' Cases</u>

In order to prevail at trial, Plaintiffs would have to prove violations of the California Labor Code underlying her PAGA claims, demonstrate that Aggrieved Employees suffered, and demonstrate that Defendant's conduct gives rise to penalties. (*See Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) ["Plaintiffs' claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiffs' other claims fail as a matter of law, so does her PAGA claim."]).

Here, Plaintiffs' core allegations are that Defendant systematically violated the California Labor Code by, *inter alia,* failing to properly pay wages for all hours worked, failing to pay overtime at the correct rate, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium payments, failing to timely pay wages during employment and upon separation of employment, failing to provide compliant wage statements, failing to maintain complete and accurate payroll records, and failing to reimburse necessary business-related expenses

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[1] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

(Blanchard Decl., ¶ 25).

Defendant maintained several defenses to Plaintiffs' theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. (*Id.*, ¶ 21). Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues to have, compliant employment policies and practices throughout the time period at issue. (Blanchard Decl., ¶ 22). Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs seek penalties under PAGA. (*Ibid.*). Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. (*Ibid.*). Defendant also challenged Plaintiffs' standing as aggrieved employees and denied that any of Defendant's other employees whom Plaintiffs seek to represent are aggrieved. (*Ibid.*).

Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties 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." (*Ibid.*; Cal. Lab. Code § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1136 (2012) [holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors]).

Even if violations of the California Labor Code occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. (Blanchard Decl., ¶ 23; Cal. Lab. Code § 2699(f)(2); *see also Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-09 (2008) ["Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."]).

Defendant also contended that, with respect to PAGA claims, the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. (Blanchard Decl., ¶ 24). While the PAGA does provide the potential for a heightened penalty for subsequent violations, courts are often hesitant to award a heightened penalty where there is no prior citation by the Labor Commissioner, as is the case here. (*See Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (holding no heightened penalty where defendant was not notified by Labor Commissioner or any court that it was subject to the California Labor Code)). The Ninth Circuit's holding in *Bernstein* also supports that a settlement valuation that does not "stack" penalties. (*Ibid*.).

While Plaintiffs maintain that their PAGA claims have merit, in reaching the Agreement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position, and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal. (Blanchard Decl., ¶ 25). Based on these disputes, which had the potential to completely eliminate Plaintiffs' recovery, the range of realistic "litigation outcomes" on Plaintiffs' PAGA claims was defined by a "maximum possible liability" amount of approximately $4,000,000.00 and a "risk-adjusted realistic value" amount of approximately $1,000,000.00 (*Id*., ¶ 41). In light thereof, the Gross Settlement Amount of $985,000.00 is a significant settlement. (*Ibid*.).

2. <u>Risk, Expense, Complexity, and Likely Duration of Further Litigation</u>

Approval of the Settlement Agreement is also appropriate in light of the risk, expense, and complexity of further litigation. As discussed above, the Settlement Agreement takes into consideration the specific factual and legal hurdles faced by Plaintiffs in establishing Defendant's penalty-liability in this case, which may have resulted in a net-zero recovery. Any recovery on these claims is not certain. And even when liability is found, PAGA claims are discretionary, such that the Court could decline to award their full value. Some of Plaintiffs' claims are also derivative, and as such, Plaintiffs must prevail on their underlying California Labor Code claims in order to prevail on the derivative claims. These risks – when balanced with the fact that the Agreement achieved a very significant recovery (as demonstrated below), and that further litigation posed a risk of diminishing such recovery by increasing litigation expenses – weigh strongly in favor of settlement approval.

3.<u>The Benefits Conferred by the Agreement Balance in Favor of Approval</u>

The Settlement Agreement provides a *significant* monetary benefit that falls well within the range of an acceptable settlement under the circumstances, which is the standard on which the instant Agreement must be judged. As held by the Ninth Circuit: "The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d at 625 (emphasis in original)). As the Second Circuit has pointed out: "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 & n.2 (2nd Cir. 1974)).

The Net Settlement Amount is currently estimated to be Five Hundred Eighty-Eight Thousand Five Hundred Six Dollars and Eighty-Two Cents ($588,506.82). After all deductions are made from the Gross Settlement Amount for the Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs, Four Hundred Forty-One Thousand Three Hundred Eighty Dollars and Twelve Cents ($441,380.12) (i.e. 75% of the Net Settlement Amount) will go to the LWDA, and One Hundred Forty-Seven Thousand One Hundred Twenty-Six Dollars and Seventy Cents ($147,126.70) (i.e. 25% of the Net Settlement Amount) will go to the Aggrieved Employees, as required by California Labor Code section 2699(i) in effect at the time of this matter ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved employees."). (Blanchard Decl., ¶ 42). There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California Labor Code section 2699(i). (*Ibid*.).

The Settlement Agreement is a compromise of highly disputed claims. (*Id*., ¶ 43). Plaintiffs and their counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. (*Ibid*.). Plaintiffs and their counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. (*Ibid*.). Plaintiffs and their counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiffs, the State of California, and other Aggrieved Employees. (*Ibid*.). Plaintiffs and their counsel have also taken into account Defendant's agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California. (*Ibid.*). Considering all of the facts in this case, Plaintiffs and their counsel have determined that the Agreement represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of California. (*Ibid.*).

The result achieved in this case is well within the range of what is considered an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases. (*Id.*, ¶ 44). (*See, e.g., DCH Auto Wage and Hour Cases,* Los Angeles Superior Court, Case No. JCCP4833 (May 2017) [approving $15,000 out of $4 million toward settlement of PAGA claims]; *Garcia v. Gordon Trucking, Inc.,* 2012 U.S. Dist. LEXIS 160052, at *9 (E.D. Cal. Oct. 29, 2012) [approving $10,000 out of $3.7 million toward settlement of PAGA claims]; *Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776, at *40 (E.D. Cal. June 11, 2012) [approving $7,500 out of $518,245 toward settlement of PAGA claims]; *Chu v. Wells Fargo Investments, LLC,* 2011 U.S. Dist. LEXIS 15821, at *4 (N.D. Cal. Feb. 15, 2011) (approving $10,000 out of $6.9 million toward settlement of PAGA claims]; *Franco v. Ruiz Food Prods.,* 2012 U.S. Dist. LEXIS 169057, at *14 (E.D. Cal. Nov. 27, 2021) [approving $10,000 out of $2.5 million toward settlement of PAGA claims]). Here, the value obtained for settlement of the PAGA claims is significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

4. <u>The Scope of the Release is Narrowly Tailored</u>

As discussed above, the California Supreme Court has concluded that in the context of PAGA "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (*See Arias*, 46 Cal. 4th, at 987). Thus, the scope of the limited release provided in exchange for the foregoing consideration is limited to the civil penalties asserted in the Operative Complaint and the PAGA Notice, under California Labor Code §§ 2698 *et seq.* (*See* Settlement Agreement, at ¶ 6(a)).

As such, this factor balances strongly in favor of approval of the Agreement.

5. <u>Experience and Views of Counsel Favor Approval</u>

Plaintiffs' Counsel is experienced in complex representative and class action wage-and-hour litigation. (Blanchard Decl., ¶¶ 45 & 50). In the view of Plaintiffs' Counsel, the benefits conferred by the Agreement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Agreement. (Blanchard Decl., ¶ 45). Furthermore, courts have acknowledged that "the interests of a plaintiff, counsel, and other potentially aggrieved employees are largely aligned. All stand to gain from proving as convincingly as possible as many Labor Code violations as the evidence will sustain[.]" (*Williams v. Superior Court*, 3 Cal. 5th 531, 548 (2017) [citing Cal. Lab. Code § 2699(g)(l)(i)]).

6. <u>The Extent of Discovery and Stage of Proceedings Favor Approval</u>

In evaluating this element, the Court should be mindful that "'formal discovery is not a necessary ticket to the bargaining table'" [*Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239], as the relevant consideration is "whether 'the parties have sufficient information to make an informed decision about settlement.'" (*See Sandoval v. Roadlink United States Pac., Inc.*, 2011 U.S. Dist. LEXIS 130378, at 26 (C.D. Cal. Nov. 9, 2011)).

Here, the extent of informal discovery conducted was sufficient to enable Plaintiffs' Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. (Blanchard Decl., ¶ 46). Prior to settling, Defendant provided Plaintiffs with data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiffs' respective employee files, a sampling of Aggrieved Employees' time and payroll data, relevant wage and hour policies, Defendant's financial information, and Aggrieved Employees' data points. (*Id.*, ¶ 26). As discussed above, Plaintiffs' Counsel's investigation was sufficient to, among other things, tabulate with precision the total number of alleged California Labor Code violations at issue during the relevant statutory period and identify the total number of individuals falling within the definition of "Aggrieved Employees" for the relevant statutory period. (*Ibid.*)

Based on Plaintiffs' Counsel's experience litigating wage and hour claims, such investigation was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement. (Blanchard Decl., ¶ 46).

VI. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

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

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

> 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.

(*Id.*, at 503 [internal citation omitted]).

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

The percentage method is particularly appropriate where a monetary settlement has been recovered and "the benefit [recovered can be] easily quantified." (*In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011)). Where the amount of a settlement is a "certain or easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. (Weil and Brown, California Practice Guide, *Civil Procedure Before Trial,* Chapter 14, section 14:145; *Dunk, supra,* 48 Cal. App. 4th at 1808). The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao, supra,* 82 Cal.App.4th at 49). California law provides that the award for attorneys' fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*See Lealao,* 82 Cal.App.4th at 47-50; *Laffitte,* l Cal.5th 480 at 503). In cases where the settlement agreement provides that the defendant will pay the plaintiffs' attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. (*Lealao,* 82 Cal.App.4th at 32). Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." (*Id.* at 53). Therefore, fees in representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. (*Id.* at 48). "The ultimate goal ... is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." (*Consumer Privacy Cases*, 175 Cal.App.4th 545, 557-58 (2009) [quoting *Apple Computer, Inc. v. Superior Court, supra,* 126 Cal.App.4th at 1270]).

Plaintiffs' Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the case is within the range of reasonableness. Historically, courts have awarded fees as high as fifty percent (50%) of the settlement in complex actions, depending on the circumstances of the case. (*See In re Ampicillin Antitrust Litig.*, 526 F.Supp. 494 (D.D.C. 1981) [awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount]; *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* 480 F.Supp. 1195 (S.D.N.Y. 1979) [awarding approximately 53% of the settlement as attorneys' fees]).

Here, Plaintiffs' Counsel's fee request of thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, $344,750.00) is fair and reasonable based on the percentage of the recovery method. Plaintiffs' Counsel has vigorously litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind. (Blanchard Decl., ¶ 47). Counsel for Plaintiffs undertook significant investigation and invested a significant amount of time analyzing relevant documents and data to evaluate the nature and extent of the alleged underlying California Labor Code violations and calculation of the potential monetary recovery as they relate to Plaintiffs' PAGA claims under PAGA. (Blanchard Decl., ¶¶ 9, 20, 26). Plaintiffs' Counsel possesses combined extensive experience litigating wage and hour and other complex litigation matters, and the attorneys who worked on this matter have been approved as class counsel and/or have had their billable rates approved in the settlement of other class and PAGA actions, numerous times. (Blanchard Decl., ¶¶ 45, 50).

Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. (*Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1051; *Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." (*Vizcaino*, 290 F.3d at 1051). A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." (*Ketchum* at 1132).

In determining whether or not to enhance the lodestar, California courts take into account multiple factors. (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822-823). Multiple factors warrant enhancement in this case, including the following: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorneys due to the acceptance of the case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorneys; and awards in similar cases. (*Ketchum* at 1134).

Based on the reasonable hourly rates of Plaintiffs' Counsel, the requested fee award would represent a multiplier of about 1.19 in which the total enhanced lodestar fees are $345,992.50. Plaintiffs' Counsel seeks an attorneys' fee award of $344,750.00 (35% of the Gross Settlement Amount). Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Plaintiffs' Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher." (*Wershba* 91 Cal.App.4th at 224, 255; see also, e.g., *Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6)).

Therefore, application of a modest multiplier of 1.19 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award.

In the present case, Plaintiffs' Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. (Blanchard Decl., ¶ 48). Plaintiffs' Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiffs, the Aggrieved Employees, and the State of California. (*Ibid*.). Considering the amount of fees requested, work performed, risks incurred, and experience of Plaintiffs' Counsel in handling similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty percent (35%) of the Gross Settlement Amount (*i.e.*, $344,750.00) are reasonable and should be awarded. (Blanchard

Decl., ¶ 48).

VII. THE REQUESTED ATTORNEYS' COSTS ARE FAIR AND REASONABLE

The Agreement provides for reimbursement of actual litigation costs and expenses up to the amount of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). (Blanchard Decl., ¶ 53; Settlement Agreement, ¶ 3(a)(1)). Plaintiffs' Counsel seeks reimbursement of a total of Twenty Thousand Two Hundred Forty-Three Dollars and Eighteen Cents ($20,243.18) in litigation costs and expenses. (Blanchard Decl., ¶ 53 & Exh. 5). Accordingly, Plaintiffs' Counsel respectfully requests that the Court reimburse it for actual litigation costs and expenses in the amount of Twenty Thousand Two Hundred Forty-Three Dollars and Eighteen Cents ($20,243.18).

VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE

As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, Apex Class Action to handle the administration of the Agreement. (Blanchard Decl., ¶ 54; Settlement Agreement, ¶ 3(a)(3)). The fees and expenses of the Administrator are estimated not to exceed Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00). (Blanchard Decl., ¶ 54; Settlement Agreement, ¶ 3(a)(3)). These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Agreement, among other things. (Blanchard Decl., ¶ 54). Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of up to exceed Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00) to Apex Class Action., a necessary third-party for handling the settlement process. (*Ibid*.).

IX. THE REQUESTED SERVICE AWARDS ARE FAIR AND REASONABLE

The purpose of a service award is to incentivize aggrieved employees to step into the shoes of the state labor agency and undertake the responsibilities associated with initiating a lawsuit and serving in a representative capacity. (*See, e.g., Bell v. Farmers Ins. Exch*., 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the action); *Clark v.*

Am. Residential Servs., LLC, 175 Cal.App.4th 785, 804 (2009) ("an incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit'"). Plaintiffs initiated this litigation on behalf of the State of California and their former co-workers who will now be entitled to receive payment from the Agreement. By initiating and pursuing the Action, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. (Blanchard Decl., ¶ 56; Arreguin Decl., ¶¶ 4-6; Peña Decl., ¶¶ 4-6). Plaintiffs were available whenever Plaintiffs' counsel needed them and actively tried to obtain information that would benefit the prosecution of the Action. (Blanchard Decl., ¶ 56; Arreguin Decl., ¶¶ 4-6; Peña Decl., ¶¶ 4-6). The Service Awards for Plaintiffs are eminently reasonable given the time and effort Plaintiffs spent on this matter, their services on behalf of the State of California and the Aggrieved Employees, and their broader, general release of claims. (Blanchard Decl., ¶ 57).

Accordingly, Plaintiffs respectfully submit that it is appropriate and just for Plaintiffs to receive Service Awards in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each in addition to the Individual PAGA Payments they will receive as Aggrieved Employees, for their services on behalf of the State of California and the other Aggrieved Employees, as well as for the broader, general release of claims. (Blanchard Decl., ¶ 57).

X. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs and grant the relief requested herein.

Respectfully submitted,

Dated: July 14, 2025

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