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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

CHRISTA MORTON and CINDY BRAVO,
on behalf of Aggrieved Employees pursuant
to the California Private Attorneys General
Act,

Plaintiffs,

v.

PSI SERVICES, LLC; and DOES 1 through
25, inclusive,

Defendants.

CASE NO.: 24CECG00024

*Assigned for all purposes to the
Honorable Daniel Brickey, Dept. 402*

**NOTICE OF MOTION AND MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
AND ADMINISTRATION EXPENSES
PAYMENT; MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
THEREOF**

Date:

Time:

Dept.: 402

Complaint Filed: January 2, 2024

Trial Date: None

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

2 **PLEASE TAKE NOTICE THAT** this Motion, having come on regularly for hearing in
3 Department 402 of the above-captioned Court, Plaintiffs Christa Morton and Cindy Bravo
4 (“Plaintiffs”) will and hereby do move the Court for an Order granting approval of California Labor
5 Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”)
6 settlement. Specifically, Plaintiffs request that the Court enter an Order:

- 7 1. Granting approval pursuant to California Labor Code section 2699(l)(2) of the PAGA
8 Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as **Exhibit 2**
9 to the Declaration of Jonathan M. Genish in Support of Plaintiff’s Motion for Approval
10 of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel
11 Litigation Expenses Payment, and Administration Expenses Payment (“Genish Decl.”);
- 12 2. Directing the distribution of the Gross Settlement Amount of Three Hundred Sixty-Two
13 Thousand One Hundred Dollars and Zero Cents (\$362,100.00) pursuant to the terms of
14 the Settlement;
- 15 3. Approving the PAGA Penalties, estimated to be Two Hundred Seven Thousand Three
16 Hundred Sixty-Five Dollars and No Cents (\$207,365.00) of which seventy-five percent
17 (75%) will be distributed to the California Labor and Workforce Development Agency
18 (“LWDA”) and twenty-five percent (25%) will be distributed to the Aggrieved
19 Employees;
- 20 4. Approving an award of reasonable attorneys’ fees equal to thirty-five percent (35%) of
21 the Gross Settlement Amount, which is One Hundred Twenty-Six Thousand Seven
22 Hundred Thirty-Five Dollars (\$126,735.00) to PAGA Counsel, Blackstone Law, APC;
- 23 5. Approving the amount of Twenty Thousand Dollars (\$20,000) to PAGA Counsel,
24 Blackstone Law, APC, for reimbursement of actual litigation costs and expenses pursuant
25 to California Labor Code section 2699(g)(1);
- 26 6. Appointing Apex Class Action Administration (“Apex” or “Administrator”) as the
27 Administrator; and
- 28 8. Approving an award of up to Eight Thousand Dollars and Zero Cents (\$8,000.00) in

1 anticipated costs to Apex for its settlement administration services.

2 Pursuant to California Labor Code section 2699(l)(2), a copy of the proposed Settlement, as
3 well as information regarding the approval hearing in this matter, were submitted to the California
4 Labor and Workforce Development Agency (“LWDA”) via online submission through its public
5 portal concurrently with the filing of this Motion. (Genish Decl., ¶ 19).

6 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities,
7 the Declaration of PAGA Counsel Jonathan M. Genish, the pleadings and other records on file with
8 the Court in this matter, and any other further evidence or argument that the Court may properly
9 receive at or before the hearing.

10 Respectfully submitted,

11 Dated: September 9, 2024

BLACKSTONE LAW, APC

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By: 
Jonathan M. Genish
Attorneys for Plaintiffs
Christa Morton and Cindy Bravo

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to the California Labor Code Private Attorneys General Act, California Labor Code
4 sections 2698, *et seq.* (“PAGA”), Plaintiffs Christa Morton and Cindy Bravo (“Plaintiffs”) seek
5 approval of the PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) entered into
6 with Defendant PSI Services, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”), which is
7 attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiffs’ Motion for
8 Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel
9 Litigation Expenses Payment, and Administration Expenses Payment (“Genish Decl.”). The
10 Settlement terms are outlined as follows:

- 11 • Number of Aggrieved Employees: 309 individuals.
- 12 • Gross Settlement Amount: Three Hundred Sixty-Two Thousand One Hundred Dollars
13 and Zero Cents (\$362,100.00).
- 14 • Requested PAGA Counsel Fees Payment: an amount equal to thirty-five percent (35%)
15 of the Gross Settlement Amount, which is One Hundred Twenty-Six Thousand Seven
16 Hundred Thirty-Five Dollars and Zero Cents (\$126,735.00), if the Gross Settlement
17 Amount is \$362,100.
- 18 • Requested PAGA Counsel Litigation Expenses Payment: Actual Litigation Expenses in
19 an amount not more than Twenty Thousand Dollars (\$20,000).
- 20 • Administration Expenses Payment: Not to exceed Eight Thousand Dollars and Zero
21 Cents (\$8,000.00).
- 22 • Estimated PAGA Penalties: Two Hundred Seven Thousand Three Hundred Sixty-Five
23 Dollars and No Cents (\$207,365.00), of which 75% (\$155,523.75) will be paid to the
24 California Labor and Workforce Development Agency (“LWDA”) and the remaining
25 25% (\$51,841.25) will be paid to the Aggrieved Employees.

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

1 **II. FACTUAL AND PROCEDURAL BACKGROUND**

2 On October 23, 2023, Plaintiffs provided written notice by electronic submission to the
3 LWDA and by Certified U.S. Mail to Defendant, pursuant to California Labor Code section 2699.3,
4 providing notice of the specific provisions of the California Labor Code which Plaintiffs alleged
5 Defendant violated, including the facts and theories to support the allegations (“PAGA Notice”).
6 (Genish Decl., ¶ 9, Exh. 1).

7 On January 2, 2024, Plaintiffs filed a Complaint for Enforcement Action Under the Private
8 Attorneys General Act, California Labor Code §§ 2698 Et Seq in the action entitled *Christa Morton*
9 *and Cindy Bravo v. PSI Services, LLC*, Case Number 24CECG00024 (“Action”). (*Id.*, ¶ 10).

10 After the Parties agreed to engage in early mediation, Plaintiffs sent an informal written
11 discovery request and Defendant provided data and documents in response to said informal discovery
12 requests. The documents and data provided by Defendant included Plaintiffs’ personnel and payroll
13 records, a sampling of aggrieved employees’ time and payroll records, Defendant’s employee
14 handbooks (including Defendant’s relevant policies regarding meal periods, rest periods, overtime
15 pay, and business expense reimbursements, among other policies), screenshots of online employee
16 training materials and slides, the estimated number of aggrieved employees and pay periods during
17 the relevant timeframe, and the average rate of pay for the aggrieved employees. (*Id.*, ¶12).

18 On April 26, 2024, the Parties attended a formal mediation conducted by Monique Ngo-
19 Bonnici, a neutral and respected mediator with extensive experience in complex wage and hour
20 matters. (*Id.*, ¶¶ 14, 16). The Parties were able to agree to fully and finally resolve the Action and the
21 Released PAGA Claims as to Plaintiffs, the State of California, and the Aggrieved Employees. (*Ibid.*)

22 During the course of informal discovery in the Action, PAGA Counsel conducted an intense
23 investigation into the facts of the Action. (*Id.*, ¶ 13). This included obtaining data, information, and
24 documents relating to the underlying alleged violations, and aggrieved employees’ data points
25 including the data produced during informal discovery, as well as information about the total number
26 of distinct individuals falling within the definition of “Aggrieved Employees” for the relevant
27 statutory period, and the number of affected pay periods at issue among them. (*Id.*, ¶15).

28 Based on the data, information, and documents received, as well as thorough discussions with

1 Defendant's counsel, PAGA Counsel was able to (i) determine the total number of distinct individuals
2 falling within the definition of "Aggrieved Employees" for the relevant statutory period, (ii)
3 determine the number of effected pay periods at issue among them, and (iii) construct a damages
4 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
5 Defendant within the relevant statutory period. (Genish Decl., ¶ 15). Defendant, however, disputed
6 Plaintiffs' claims and disputed both the existence of, and extent of, liability as alleged by Plaintiffs,
7 which allowed PAGA Counsel to further assess the strength of Plaintiffs' claims. (Ibid.). PAGA
8 Counsel's experience in litigating similar representative wage and hour claims, the degree of
9 investigation that was conducted here, and the amount of information that was obtained, was
10 sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this
11 claim for purposes of settlement. (Ibid.).

12 Ultimately, the Parties were able to reach an agreement to resolve the Action in its entirety in
13 order to avoid additional costs and uncertainties of litigation. The Parties believe the Settlement is
14 fair, reasonable, and adequate. (*Id.*, ¶¶ 16, 17). The Parties understand, acknowledge, and agree that
15 the Settlement Agreement constitutes a compromise of Plaintiffs' PAGA claims, and that it is the
16 desire and intention of the Parties to effect a final and complete resolution of the Released PAGA
17 Claims. (*Id.*, ¶17).

18 Defendant denies all of the claims in the Action, and does not waive, but rather expressly
19 reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual
20 grounds should the Settlement Agreement not become final. (*Id.*, ¶18). The Settlement Agreement
21 reflects a compromise reached to end litigation in the Action. (*Ibid.*). Now, following significant
22 investigation and extensive settlement negotiations, Plaintiffs seek approval of the proposed
23 Settlement, which will resolve all representative claims alleged in the Action and the PAGA Letter.
24 (*Ibid.*).

25 In accordance with California Labor Code sections 2699, *et. seq.*, PAGA Counsel provided
26 notice of the proposed Settlement to the LWDA by uploading this Motion and the Settlement
27 Agreement to the LWDA's online portal concurrently with the filing of this Motion on September 9,
28 2024. (*Id.*, ¶ 18).

1 **III. THE SETTLEMENT TERMS**

2 **A. Definition of the Aggrieved Employees**

3 For purposes of settlement only, the Parties have agreed that “Aggrieved Employees” shall be
4 defined as all persons employed by Defendant in the State of California and classified as hourly or
5 non-exempt employees at any time during the PAGA Period. (Genish Decl., ¶ 20; Settlement
6 Agreement, ¶ 1.4). The “PAGA Period” is the period from October 22, 2022 to May 26, 2024. (Genish
7 Decl., ¶ 20; Settlement Agreement, ¶ 1.19). Based on its records, Defendant represented that there
8 are 309 Aggrieved Employees who worked a total of 7,247 Pay Periods during the PAGA Period.
9 (Genish Decl., ¶ 20; Settlement Agreement, ¶ 8).

10 **B. Amount of Settlement**

11 The Parties have agreed to settle the PAGA claims at issue in the Action and the PAGA Letter
12 for a non-reversionary Gross Settlement Amount of Three Hundred Sixty-Two Thousand One
13 Hundred Dollars and Zero Cents (\$362,100.00). (Genish Decl., ¶ 21; Settlement Agreement, ¶ 1.10).

14 **C. Allocation and Funding of the Gross Settlement Amount**

15 The Gross Settlement Amount is a common fund and therefore includes all requested costs,
16 fees, and other allocations. (Genish Decl., ¶ 21). The Gross Settlement Amount includes: (1) PAGA
17 Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling
18 One Hundred Twenty-Six Thousand Seven Hundred Thirty-Five Dollars and Zero Cents
19 (\$126,735.00); (2) PAGA Counsel’s actual litigation costs and expenses in an amount not more than
20 Twenty Thousand Dollars (\$20,000); and (3) Administration Expenses Payment, not to exceed Eight
21 Thousand Dollars and Zero Cents (\$8,000.00). (Genish Decl., ¶ 21; Settlement Agreement, ¶¶ 1.10,
22 3.1, 3.2.1, & 3.2.2).

23 After the above-estimated amounts are deducted from the Gross Settlement Amount, the
24 PAGA Penalties will amount to approximately Two Hundred Seven Thousand Three Hundred
25 Sixty-Five Dollars and Zero Cents (\$207,365.00), of which seventy-five percent (75%), or One
26 Hundred Fifty-Five Thousand Five Hundred Twenty-Three Dollars and Seventy-Five Cents
27 (\$155,523.75), will be paid to the LWDA (“LWDA PAGA Payment”), and twenty-five percent
28 (25%), or Fifty-One Thousand Eight Hundred Forty-One Dollars and Twenty-Five Cents

1 (\$51,841.25), will be distributed and paid to Aggrieved Employees on a *pro-rata* basis based on the
2 number of pay periods each Aggrieved Employee worked for Defendant for at least one day during
3 the PAGA Period (“Pay Periods”). (Genish Decl., ¶ 22; Settlement Agreement ¶¶ 1.15, 1.22, &
4 3.2.3).

5 Within fifteen (15) calendar days of the entry of an order approving the Settlement, Defendant
6 will deliver Aggrieved Employee identifying information in Defendant’s possession, including each
7 Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of
8 Pay Periods during the PAGA Period, (collectively, “Aggrieved Employee Data”) to the
9 Administrator in the form of a Microsoft Excel spreadsheet, or a comparable format. (Genish Decl.,
10 ¶ 23; Settlement Agreement, ¶ 4.2).

11 Within fourteen (14) calendar days after the Effective Date, Defendant will fund the Gross
12 Settlement Amount by transmitting the funds to the Administrator (Genish Decl., ¶ 24; Settlement
13 Agreement, ¶ 4.3).

14 Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the
15 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
16 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel
17 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel
18 Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. (Genish
19 Decl., ¶ 25; Settlement Agreement, ¶ 4.4).

20 Prior to mailing the Individual PAGA Payment checks, the Administrator will update the
21 Aggrieved Employees’ mailing addresses using the National Change of Address Database.
22 Additionally, for all Individual PAGA Payment checks that are returned as undeliverable without a
23 USPS forwarding address, the Administrator will conduct an investigation and search for current
24 Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means
25 including, but not limited to, the National Change of Address database, skip traces, and direct
26 contact by the Administrator with the Aggrieved Employees (“Aggrieved Employee Address
27 Search”). (Genish Decl., ¶ 26; Settlement Agreement, ¶¶ 1.6 & 4.4.2). Within seven (7) calendar
28 days of receiving a returned check, the Administrator will re-mail the check to the USPS forwarding

1 address provided or to an address ascertained through the Aggrieved Employee Address Search.
2 The Administrator will promptly send a replacement check to any Aggrieved Employee whose
3 original check was lost or misplaced, if requested by the Aggrieved Employee prior to the Void
4 Date. (Genish Decl., ¶ 26; Settlement Agreement, ¶ 4.4.2).

5 Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid and
6 negotiable for up to one hundred and eighty (180) calendar days after the checks are initially mailed
7 to the Aggrieved Employees, and thereafter, will be canceled (“Void Date”). (Genish Decl., ¶ 25;
8 Settlement Agreement, ¶ 4.4.1). Any funds associated with such canceled checks will be distributed
9 to the State of California’s Unclaimed Property Fund in the name of the Aggrieved Employee.
10 (Genish Decl., ¶ 25; Settlement Agreement, ¶ 4.4.3).

11 If the actual number of Pay Periods during the PAGA Period exceeds 7,247 by more than
12 ten percent (10%), the Gross Settlement Amount will increase proportionally for each Pay Period
13 over the 10% threshold. (Genish Decl., ¶ 28; Settlement Agreement, ¶ 8). For example, if the total
14 number of Pay Periods during the PAGA Period is 11% more than 7,247, then the Gross Settlement
15 Amount will increase 1%. (Ibid.).

16 **IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT**

17 The settlement of a PAGA claim requires court approval. (California Labor Code (“Lab.
18 Code”) § 2699(l).) The Court must be mindful that “[s]ettlement is a compromise, which balances
19 the possible recovery against the risks inherent in litigating further.” (*In re TD Ameritrade Account*
20 *Holder Litig.*, 2011 U.S. Dist. LEXIS 103222 at *24 (N.D. Cal. Sep. 12, 2011).) “[T]he very essence
21 of a settlement is ... ‘a yielding of absolutes and an abandoning of highest hopes,’” as “it is the very
22 uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce
23 consensual settlements.” (*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624-25 (9th Cir.
24 1982).) As such, “the settlement or fairness hearing is not to be turned into a trial or rehearsal for
25 trial on the merits,” or “judged against a hypothetical or speculative measure of what might have been
26 achieved.” (Ibid.).

27 Although the California Labor Code does not set forth the criteria by which a PAGA
28 settlement is to be evaluated, it is presumed that a reviewing court may take into consideration some

1 of the factors that courts use when reviewing a class action settlement. However, “a PAGA claim
2 asserted on a non-class representative basis...is not considered a class action but a law enforcement
3 action, and therefore does not have to meet the requirements of [a class action].” (*Casida v. Sears*
4 *Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012).)

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

21 Second, consistent with the fact that unnamed employees have no property interest in a PAGA
22 claim, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the
23 ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS
24 32774 at *13.) Indeed, “[PAGA] does not create property rights or any other substantive rights” as
25 “[i]t is simply a procedural statute allowing an aggrieved employees to recover civil penalties – for
26 Labor Code violations – that otherwise would be sought by state labor law enforcement agencies.”
27 (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th 993, 1003 (2009).) This
28 renders the approval process of a PAGA settlement distinct from a class action settlement, as there is

1 no need for the Court to employ the “two-step approval process” required under California Rules of
2 Court Rule 3.769.

3 Finally, unlike class action settlements, the scope of release permitted in a PAGA settlement
4 is limited. While “judgment in [a PAGA] action is binding not only on the named employee plaintiff
5 but also on government agencies and any aggrieved employee not a party to the proceeding...the non-
6 party employees, because they were not given notice of the action or afforded any opportunity to be
7 heard, would not be bound by the judgment as to remedies other than civil penalties.” (*Arias v. Sup.*
8 *Ct.*, 46 Cal.4th 969, 986-87 (2009).) Thus, the scope of a release in a PAGA settlement is confined
9 to the PAGA penalties alleged in the complaint and/or the PAGA Notice, and to the claims that were,
10 or could have been, alleged pursuant to PAGA based on the factual allegations in the complaint and/or
11 the PAGA Notice. In the case at hand, as the only claims at issue are PAGA claims, those will be the
12 only claims extinguished through the Settlement.

13 **V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED**

14 **A. The Settlement is Presumed to Be Fair**

15 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
16 reached through arm’s-length bargaining.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224,
17 245 (2001); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 799 (2009).) Here,
18 the Settlement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in
19 significant investigation to evaluate the strength and potential value of the PAGA claims, and the
20 risks of litigating the PAGA claims through trial; and (2) it was negotiated at great length and effort
21 by counsel with significant experience in similar complex labor and employment matters. (Genish
22 Decl., ¶ 29).

23 **B. The Settlement is Fair, Adequate, and Reasonable in Light of the Parties’ Respective**
24 **Legal Positions and Recovery Risks**

25 In deciding whether to approve a proposed settlement, a trial court has broad powers to
26 determine if it is fair given the circumstances of the case. (*Mallick v. Sup. Ct.*, 89 Cal.App.3d 434,
27 438 (1979).) In exercising these powers, the overriding concern is to ensure that a proposed settlement
28 is “fair, adequate, and reasonable.” (*Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted).) A

1 settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor
2 does the settlement have to obtain one hundred percent of the damages sought to be fair and
3 reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250.) In evaluating the reasonableness of a settlement,
4 a trial court must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely
5 duration of further litigation, the risk of maintaining class action status through trial, the amount
6 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
7 experience and views of counsel, the presence of a governmental participant, and the reaction of the
8 class members to the proposed settlement.”¹ (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th
9 116, 128 (2008)). Even though a Kullar analysis is not required for approval of a PAGA settlement,
10 a brief analysis is included to support approval of the Settlement.

11 These factors require balancing and are non-exhaustive. Trial courts should therefore tailor
12 the factors to each case and give due regard to “what is otherwise a private consensual agreement
13 between the parties.” (*Ibid*).

14 1. Strength of Plaintiffs’ Case

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

21 This case and settlement address important employee protections embodied in the California
22 Labor Code. (Genish Decl., ¶ 30). Plaintiffs’ core allegations are that Defendant systematically
23 violated the California Labor Code by, *inter alia*, failing to properly pay wages for all hours worked,
24 failing to pay overtime at the correct rate, failing to provide compliant meal and rest periods, failing
25 to pay premiums at the correct rate of pay, failing to timely pay wages during employment and upon
26 termination, failing to maintain accurate payroll records, failing to provide accurate wage statements,

27
28 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.

1 and failing to reimburse necessary business expenses. (*Ibid.*).

2 Defendant's maximum theoretical exposure in the Action, without stacking penalties, totals
3 approximately \$724,700.00, computed by multiplying 7,247 aggregate PAGA Pay Periods by \$100
4 each. (*Id.*, ¶ 31). While the PAGA does provide the potential for a heightened penalty for subsequent
5 violations, courts are often hesitant to award a heightened penalty where there is no prior citation by
6 the Labor Commissioner, as is the case here. *See Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144
7 (9th Cir. 2021) (holding no heightened penalty where defendant was not notified by Labor
8 Commissioner or any court that it was subject to the California Labor Code). The Ninth Circuit's
9 holding in *Bernstein* also supports a settlement valuation that does not "stack" penalties. (*Ibid.*).

10 Defendant maintained several defenses to Plaintiffs' theories of liability, which, if
11 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
12 (Genish Decl., ¶ 32, 33, 34). Throughout this litigation, Defendant maintained, and continues to
13 maintain, that it had, and continues to have, compliant employment policies and practices throughout
14 the time period at issue. (*Ibid.*). Defendant denies that it ever violated any provision of the California
15 Labor Code, including, but not limited to, those sections for which Plaintiffs seek penalties under
16 PAGA. (*Ibid.*). Defendant further denied, and continues to deny, that the lawsuit is appropriate for
17 representative treatment for any purpose other than settlement. (*Ibid.*). Defendant also challenged
18 Plaintiffs' standing as aggrieved employees and denied that any of Defendant's other employees
19 whom Plaintiffs seek to represent are aggrieved. (*Ibid.*).

20 Defendant also argued that an important feature of PAGA is that the Court retains discretion
21 to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise
22 would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." (*Ibid.*). (Lab. Code
23 § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1136
24 (2012) [holding that a court may reduce the amount of PAGA penalties awarded to an employee
25 based upon discretionary factors].)

26 Even if violations of the California Labor Code occurred, which Defendant denies, Defendant
27 contended that said violations would only be considered "initial violations" and thus heightened
28 "subsequent violation" penalties were not warranted. (Genish Decl., ¶ 33). (Lab. Code § 2699(f)(2);

1 *see also Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-09 (2008) [“Until the employer
2 has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed
3 to be aware that its continuing underpayment of employees is a 'violation' subject to penalties.”].)

4 Defendant also contended that, with respect to PAGA claims, the Court was unlikely to assess
5 cumulative penalties for the maximum number of possible, separate California Labor Code
6 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
7 certain conduct may be regulated by multiple provisions of the California Labor Code that are
8 interrelated and work in tandem. (Genish Decl., ¶ 34). As such, Defendant contended that cumulative
9 penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory. (Ibid.).

10 Some courts have held that the claims raised by a plaintiff may raise individualized issues
11 and/or are unmanageable and thus not suitable for adjudication as to a group of employees. (*See, e.g.,*
12 *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 25, 29, 31, 34-35 (2014) [even where employer
13 consistently imposed a uniform policy, plaintiff “must still demonstrate that the illegal effects of this
14 conduct can be proven efficiently and manageably” and in litigating representative actions the
15 procedures utilized by the court “may not be used to abridge a party’s substantive rights”]; *Ali v.*
16 *U.S.A. Cab Ltd.*, 176 Cal.App.4th 1333, 1341 (2009) [affirming denial of certification because
17 employees’ declarations attesting to having taken meal and rest breaks demonstrated that
18 individualized inquiries were required to show harm]; *Brinker Restaurant Corp. v. Superior Court*,
19 53 Cal.4th 1004, 1018 (2012) [although employers must authorize employees to take duty-free meal
20 and rest breaks, they are not obligated to affirmatively ensure that no work related tasks are performed
21 during such periods]). Although California case law clearly states that PAGA actions need not satisfy
22 class action requirements, PAGA Counsel remained mindful of the fact that some courts have
23 nevertheless held that PAGA claims must still be able to prove the alleged violations in an efficient
24 manner.

25 2. Risk, Expense, Complexity, and Likely Duration of Further Litigation

26 Approval of the Settlement Agreement is also appropriate in light of the risk, expense, and
27 complexity of further litigation. As discussed above, the Settlement Agreement takes into
28 consideration the specific factual and legal hurdles faced by Plaintiffs in establishing Defendant’s

1 penalty-liability in this case, which again, may have resulted in a net-zero recovery. Any recovery on
2 these claims is not certain. And even when liability is found, PAGA claims are discretionary, such
3 that the Court could decline to award their full value. Some of Plaintiffs' claims are also derivative,
4 and as such, Plaintiffs must prevail on the underlying California Labor Code claims in order to prevail
5 on the derivative claims. These risks – when balanced with the fact that the Settlement achieved a
6 very significant recovery (as demonstrated below), and that further litigation posed a risk of
7 diminishing such recovery by increasing litigation expenses – weigh strongly in favor of settlement
8 approval.

9 3. The Benefits Conferred by the Settlement Balance in Favor of Approval

10 The Settlement Agreement provides a *significant* monetary benefit that falls well within “the
11 range of an acceptable settlement” under the circumstances, which is the standard on which the instant
12 Settlement must be judged. As held by the Ninth Circuit, a settlement may be fair and reasonable
13 even where it only provides a fraction of what could have been obtained at trial:

14 The proposed settlement is not to be judged against a hypothetical or speculative measure of
15 what might have been achieved by the negotiators." *Officers for Justice v. Civil Serv. Comm'n*,
16 688 F.2d at 625 (emphasis in original). Thus, “the very essence of a settlement is compromise,
17 ‘a yielding of absolutes and an abandoning of highest hopes.’” *Id.* at 624 (citations omitted).
18 As the Second Circuit has pointed out: “The fact that a proposed settlement may only amount
19 to a fraction of the potential recovery does not, in and of itself, mean that the proposed
20 settlement is grossly inadequate and should be disapproved.” *City of Detroit v. Grinnell Corp.*,
21 495 F.2d 448, 455 & n.2 (2nd Cir. 1974).

22 *See Linney, supra*, 151 F.3d at 1242

23 The PAGA Penalties are currently estimated to be \$207,365.00. After all deductions are made
24 from the Gross Settlement Amount for the PAGA Counsel Fees Payment, PAGA Counsel Litigation
25 Expenses Payment, and Administration Expenses Payment, \$155,523.75 (i.e. 75% of the PAGA
26 Penalties) will go to the LWDA, and \$51,841.25 (i.e. 25% of the PAGA Penalties) will go to the
27 Aggrieved Employees, as required by California Labor Code § 2699(i) (“civil penalties recovered by
28 aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce
Development Agency . . . and 25 percent to the aggrieved employees.”). (Genish Decl., ¶ 22). There
is no reason to doubt the fairness of the proposed plan of allocation of the PAGA Penalties as it fully
complies with California Labor Code section 2699(i). (Ibid.).

1 The Settlement is a compromise of highly disputed claims. (Genish Decl., ¶ 37). Plaintiffs and
2 their counsel recognize the expense and length of continued proceedings necessary to litigate the
3 matter through trial and any possible appeals. (*Ibid.*). Plaintiffs and their counsel have also taken into
4 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
5 inherent in such litigation. (*Ibid.*). Plaintiffs and their counsel are also aware of the burdens of proof
6 necessary to establish liability, both generally and in response to Defendant's defenses thereto, and
7 the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf
8 of Plaintiffs, the State of California, and other Aggrieved Employees. (*Ibid.*). Plaintiffs and their
9 counsel have also taken into account Defendant's agreement to enter into a settlement that confers
10 significant relief upon the Aggrieved Employees and the State of California. (*Ibid.*). Considering all
11 of the facts in this case, Plaintiffs and their counsel have determined that the Settlement represents a
12 fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the
13 Aggrieved Employees and the State of California. (*Ibid.*).

14 The result achieved in this case is well within the range of what is considered an acceptable
15 settlement under the circumstances, especially when compared to the settlement of PAGA claims in
16 other cases. (*Id.*, ¶ 38). (*See, e.g., DCH Auto Wage and Hour Cases*, Los Angeles Superior Court,
17 Case No. JCCP4833 (May 2017) [approving \$15,000 out of \$4 million toward settlement of PAGA
18 claims]; *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *9 (E.D. Cal. Oct. 29,
19 2012) [approving \$10,000 out of \$3.7 million toward settlement of PAGA claims]; *Schiller v. David's*
20 *Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776, at *40 (E.D. Cal. June 11, 2012) [approving \$7,500 out
21 of \$518,245 toward settlement of PAGA claims]; *Chu v. Wells Fargo Investments, LLC*, 2011 U.S.
22 Dist. LEXIS 15821, at *4 (N.D. Cal. Feb. 15, 2011) (approving \$10,000 out of \$6.9 million toward
23 settlement of PAGA claims]; *Franco v. Ruiz Food Prods.*, 2012 U.S. Dist. LEXIS 169057, at *14
24 (E.D. Cal. Nov. 27, 2021) [approving \$10,000 out of \$2.5 million toward settlement of PAGA
25 claims]). Here, the value obtained for settlement of the PAGA claim is significant, and it will be
26 distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

27 4. The Scope of the Release is Narrowly Tailored

28 As discussed above, the California Supreme Court has concluded that in the context of PAGA

1 “the nonparty employees, because they were not given notice of the action or afforded any
2 opportunity to be heard, would not be bound by the judgment as to remedies other than civil
3 penalties.” *See Arias*, 46 Cal. 4th, at 987. Thus, the scope of the limited release provided in exchange
4 for the foregoing consideration is limited to the civil penalties asserted in the complaint and PAGA
5 Notice under California Labor Code section 2698, *et seq.* (*See Settlement Agreement*, at ¶¶ 1.25 &
6 5.2). As such, this factor balances strongly in favor of approval of the Settlement.

7 5. Experience and Views of Counsel Favor Approval

8 PAGA Counsel is experienced in complex representative and class action wage-and-hour
9 litigation. (Genish Decl., ¶¶ 2-7, 39, 43). In the view of PAGA Counsel, the benefits conferred by
10 the Settlement are eminently fair and reasonable, and in the best interests of the State of California
11 and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and
12 the substantial monetary benefits provided for by the Settlement. (*Id.*, ¶ 39). Furthermore, courts
13 have acknowledged that “the interests of plaintiff, counsel and other potentially aggrieved employees
14 are largely aligned. All stand to gain from proving as convincingly as possible as many Labor Code
15 violations as the evidence will sustain[.]” (*Williams v. Superior Court*, 3 Cal. 5th 531, 548 (2017)
16 [citing Labor Code § 2699(g)(1)(i)].)

17 6. The Extent of Discovery and Stage of Proceedings Favor Approval

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

23 Here, the extent of informal discovery conducted was sufficient to enable PAGA Counsel to
24 evaluate the strength and value of the PAGA claims for purposes of settlement. (Genish Decl., ¶¶ 12,
25 13, 15, 40). Prior to settling, Defendant provided Plaintiffs with data, information, and documents
26 relating to the underlying alleged violations, including but not limited to, Plaintiffs’ personnel and
27 payroll records, a sampling of Aggrieved Employees’ time and payroll records, Defendant’s
28 employee handbooks (including Defendant’s relevant policies regarding meal periods, rest periods,

overtime pay, and business expense reimbursements, among other policies), screenshots of online employee training materials and slides, and the estimated number of Aggrieved Employees and pay periods during the relevant timeframe. (*Id.*, ¶ 12). As discussed above, PAGA 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. (*Id.*, ¶ 15).

Based on PAGA Counsel’s experience litigating wage and hour claims, such investigation was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of settlement. (*Id.*, ¶¶ 12, 13, 15, 40, 43).

VI. THE REQUESTED PAGA COUNSEL FEES PAYMENT IS FAIR AND REASONABLE

As the prevailing party in settlement, Plaintiffs are entitled to recover attorneys’ fees and costs for bringing their PAGA claims. (Lab. Code § 2699(g) [“Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.”].) PAGA 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

1 calculation, alignment of incentives between counsel and the class, a better
2 approximation of market conditions in a contingency case, and the encouragement it
3 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
4 litigation— convince us the percentage method is a valuable tool that should not be
5 denied our trial courts.

6 (*Id.*, at 503 [internal citation omitted].) Fee awards of roughly one-third of the settlement fund are
7 routinely awarded in California state and federal courts in class actions. (*Chavez v. Netflix, Inc.*, 162
8 Cal.App.4th 43, 66, fn. 11 (2008); *see also, e.g., In re Pacific Enterprises Securities Litig.*, 47 F.3d
9 373, 379 (9th Cir. 1995) [affirming 33% fee award]).

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

24 The percentage method is particularly appropriate where a monetary settlement has been
25 recovered and “the benefit [recovered can be] easily quantified.” (*In re Bluetooth Headset Prods.*
26 *Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011).) Where the amount of a settlement is a “certain or
27 easily calculable sum of money,” California courts may calculate attorneys’ fees as a reasonable
28 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

1 method is preferred in representative actions because “it better approximates the workings of the
2 marketplace than the lodestar approach.” (*Lealao, supra*, 82 Cal.App.4th at 49.) California law
3 provides that the award for attorneys’ fees should be equivalent to fees freely negotiated in the legal
4 marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*See*
5 *Lealao*, 82 Cal.App.4th at 47-50; *Laffitte*, 1 Cal.5th 480 at 503.) In cases where the settlement
6 agreement provides that the defendant will pay the plaintiffs’ attorneys a percentage of the fund
7 created by the settlement, use of that percentage method is appropriate. (*Lealao*, 82 Cal.App.4th at
8 32.) Fee awards that are too small will “chill the private enforcement essential to the vindication of
9 many legal rights and obstruct the representative actions that often relieve the courts of the need to
10 separately adjudicate numerous claims.” (*Id.* at 53). Therefore, fees in representative actions should
11 approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney
12 and client in comparable litigation. (*Id.* at 48). “The ultimate goal ... is the award of a ‘reasonable’
13 fee to compensate counsel for their efforts, irrespective of the method of calculation.” (*Consumer*
14 *Privacy Cases*, 175 Cal.App.4th 545, 557-58 (2009) [quoting *Apple Computer, Inc. v. Superior Court*,
15 *supra*, 126 Cal.App.4th at 1270].)

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

1 Here, PAGA Counsel's fee request of thirty-five percent (35%) of the Gross Settlement
2 Amount (i.e., \$126,735.00) is fair and reasonable based on the percentage of the recovery method.
3 PAGA Counsel has vigorously litigated this case since it was commenced, with the very real
4 possibility of an unsuccessful outcome and no fee recovery of any kind. (Genish Decl., ¶ 42).
5 Counsel for Plaintiffs undertook significant investigation and invested a significant amount of time
6 analyzing relevant documents and data to evaluate the nature and extent of the alleged underlying
7 Labor Code violations and calculation of the potential monetary recovery as they relate to Plaintiffs'
8 PAGA claims. (*Id.*, ¶¶ 12-15, 44, 45). The attorneys at Blackstone Law, APC possess combined
9 extensive experience litigating wage and hour and other complex litigation matters, and the attorneys
10 who worked on this matter have been approved as class counsel and/or have had their billable rates
11 approved in the settlement of other class and PAGA actions, numerous times. (*Id.*, ¶¶ 43, 44).

12 In the present case, PAGA Counsel has borne all of the risks and costs of litigation and will
13 not receive any compensation until recovery is obtained. (*Id.*, ¶¶ 42). PAGA Counsel is experienced
14 in complex wage-and-hour litigation and used that experience to obtain a favorable result for
15 Plaintiffs, the Aggrieved Employees, and the State of California. (*Id.*, ¶¶ 2-7; 43). Considering the
16 amount of fees requested, work performed, risks incurred, and experience of PAGA Counsel in
17 handling similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent
18 (35%) of the Gross Settlement Amount (i.e., \$126,735.00) are reasonable and should be awarded.
19 (*Id.*, ¶¶ 41, 42).

20 **VII. THE REQUESTED PAGA COUNSEL LITIGATION EXPENSES PAYMENT**
21 **IS FAIR AND REASONABLE**

22 The Settlement provides for reimbursement of actual litigation costs and expenses of not more
23 than Twenty Thousand Dollars and Zero Cents (\$20,000.00). (Genish Decl., ¶ 46; Settlement
24 Agreement, ¶ 3.2.1). PAGA Counsel seeks reimbursement of \$20,000 in litigation costs and
25 expenses, which is less than actual costs incurred. (Genish Decl., ¶ 46, Exhibit 4). Accordingly,
26 PAGA Counsel respectfully requests that the Court approve reimbursement of litigation costs and
27 expenses in the amount of \$20,000.00.
28

1 **VIII. THE ADMINISTRATION EXPENSES PAYMENT IS FAIR AND**
2 **REASONABLE**

3 As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval
4 by the Court, Apex Class Action Administration to handle the administration of the Settlement.
5 (Genish Decl., ¶ 47; Settlement Agreement, ¶ 1.2). The fees and expenses of the Administrator are
6 estimated not to exceed \$8,000.00. (Genish Decl., ¶ 47; Settlement Agreement, ¶ 3.2.2, Exhibit 5).
7 These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover
8 Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned
9 Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from
10 Aggrieved Employees regarding the Settlement, among other things. (Genish Decl., ¶ 47).
11 Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount
12 of up to \$8,000.00 to Apex Class Action Administration, a necessary third-party for handling the
13 settlement process. (Ibid.).

14 **IX. CONCLUSION**

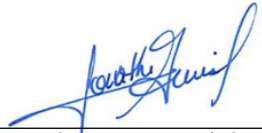
15 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
16 Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA
17 Counsel Litigation Expenses Payment, and Administration Expenses Payment and grant the relief
18 requested herein.

19 Respectfully submitted,

20 Dated: September 9, 2024

BLACKSTONE LAW, APC

22 By:



 Jonathan M. Genish
 Attorneys for Plaintiffs
 Christa Morton and Cindy Bravo