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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10
11 PEDRO HERNANDEZ, an individual and on
behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 STEPS APPAREL GROUP, INC., a California
15 corporation; YONG TOK CHU, an individual;
16 KEE SOOK YOON, an individual;
MARCELO PAK, an individual; and DOES 1
17 through 50,

18 Defendants.

Case No.: 23STCV27883

[Assigned for All Purposes to:
Judge David S. Cunningham III, Dept 11]

**NOTICE OF MOTION AND MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
ENHANCEMENT AWARD**

(Filed Concurrently with Supporting Declarations
and [Proposed] Judgment and Order)

DATE: August 13, 2025
TIME: 11:00 a.m.
DEPT: 11

Action Filed: November 14, 2023
Trial Date: Not Set

1 TO THE COURT, AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:
2 PLEASE TAKE NOTICE that on August 13, 2025, at 8:30 a.m. in Department 11 of the
3 Superior Court of the State of California for the County of Los Angeles, Spring Street Courthouse,
4 located at 312 N. Spring Street, Los Angeles, CA 90012, before the Honorable David S.
5 Cunningham III, Judge presiding, Plaintiff Pedro Hernandez (“Plaintiff”) will move the Court,
6 pursuant to California Private Attorneys General Act (“PAGA”), Labor Code sections 2698, *et*
7 *seq.*, for an Order:

8 1. Approving the settlement of this PAGA representative action in the form agreed to
9 by Plaintiff and Defendants Steps Apparel Group, Inc., Yong Tok Chu, Kee Sook Yoon, and
10 Marcelo Pak (collectively, “Defendants”) (together with Plaintiff, the “Parties”) in the PAGA
11 Settlement Agreement (the “Settlement” or “Agreement”);

12 2. Appointing Plaintiff’s counsel as PAGA counsel, for settlement purposes only, and
13 approving an award to Plaintiff’s counsel for reasonable attorney’s fees in the amount of
14 \$49,000.00 and reasonable costs in the amount of \$13,142.69;

15 3. Appointing Simpluris, Inc. as the Settlement Administrator, and approving payment
16 of Settlement Administrator’s costs in the amount of \$2,750.00;

17 4. Approving an enhancement award in the amount of \$5,000.00 to Plaintiff for
18 Plaintiff’s service to the LWDA and Aggrieved Employees;

19 5. Approving the release of PAGA claims by Plaintiff on behalf of Aggrieved
20 Employees and the LWDA;

21 6. Directing consummation of the Settlement pursuant to its terms and provisions;

22 7. Entering final Judgment; and

23 8. Without affecting the finality of the Judgment and Order, reserving exclusive and
24 continuing jurisdiction over the Action, the Parties, and the Aggrieved Employees for purposes of
25 interpreting and enforcing the terms, conditions, and obligations of the Settlement pursuant to
26 California Code of Civil Procedure section 664.6.

27 This Motion will be based upon this notice, the attached Memorandum of Points and
28 Authorities, Declarations of William C. Sung, Tiffany L. Luu, Pedro Hernandez, and Denise Islas

1 of Simpluris, Inc., and exhibits thereto that were filed concurrently herewith, the records and files
2 in this action, and any other further evidence or argument that the Court may properly receive at
3 or before the hearing.

4
5 DATED: May 6, 2025

Respectfully submitted,

6 **JUSTICE FOR WORKERS, P.C.**

7
8 By: 

9 William C. Sung

10 Tiffany L. Luu

11 Attorneys for Plaintiff Pedro Hernandez
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Pedro Hernandez (“Plaintiff”) seeks approval of a proposed representative action
4 settlement for civil penalties pursuant to the California Private Attorneys General Act, Labor Code
5 sections 2698, *et seq.* (“PAGA”) against Defendants Steps Apparel Group, Inc. (“Defendant
6 SAGI”), Yong Tok Chu, Kee Sook Yoon, and Marcelo Pak (collectively, “Defendants”) (together
7 with Plaintiff, the “Parties”). After a full day of mediation with experienced neutral mediator Steven
8 Pearl, Esq., the Parties reached a settlement and thereafter executed a PAGA Settlement Agreement
9 (the “Settlement” or “Agreement”)¹.

10 The Settlement calls for a Gross Settlement Amount of **\$140,000.00**. After deducting
11 Plaintiff’s counsel’s reasonable attorney’s fees and costs awards, payment for the Settlement
12 Administrator’s cost, and required payment to the California Labor and Workforce Development
13 Agency (the “LWDA”), approximately **\$17,526.93** will be paid to approximately **47** Aggrieved
14 Employees. The average approximate share of the settlement paid to Aggrieved Employees is
15 **\$372.91**. Pursuant to Labor Code section 2699(1)(2)², Plaintiff now file this unopposed motion,
16 seeking an order approving the proposed Settlement.

17 The settlement of a PAGA claim requires court approval pursuant to the operative PAGA
18 statute, which states that the “court shall review and approve any penalties sought as part of a
19 proposed settlement agreement pursuant to this part.” (Lab. Code § 2699(1)(2).) In deciding whether
20 to grant approval of a proposed settlement, the primary issues to be decided is whether the
21 settlement is fair, adequate, and reasonable. (*Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal.,
22 July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709, at *5; *see also O’Connor v.*
23 *Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.)

24
25
26 ¹ A true and correct copy of the Agreement is attached as **Exhibit 1** to the Declaration of William C. Sung in Support of
27 Motion for Approval of PAGA Settlement (“Sung Decl.”). The proposed explanatory letter regarding PAGA settlement
28 is attached to the Agreement as **Exhibit A** to the Agreement. All defined terms in this Motion have the same definition
as that in the Agreement.

² This Action and Settlement are subject to pre-PAGA reform, July 1, 2024 PAGA requirements. All citations to Labor
Code §§ 2698, *et seq.* are to the pre-July 1, 2024 PAGA statute.

As set forth herein, the proposed Settlement embodies all the features of a settlement that is fair, adequate, and reasonable, as it is the product of (1) an arms-length negotiation, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) reflects a reasoned compromise based directly on the relative strength and value of the PAGA claims, as well as the risks, expense, complexity, and likely duration of further litigation.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. PLAINTIFF’S CLAIMS AND PROCEDURAL BACKGROUND

Defendants own and operate a women’s clothing distribution center in Los Angeles under various brand names such as Skies Are Blue. (Sung Decl., ¶ 9.) Defendant employed Plaintiff as an hourly-paid, non-exempt laborer doing distribution center work from approximately June 2022 to December 2022 and classified Plaintiff as an independent contractor. (Declaration of Pedro Hernandez in Support of Motion for Approval of PAGA Settlement [“Hernandez Decl.”], ¶ 2.) Plaintiff contends both Plaintiff and Plaintiff’s coworkers were subjected to the same unlawful labor practices during their employment by Defendant. (*Id.*)

On October 19, 2023, Plaintiff submitted the LWDA Letter of alleged Labor Code violations to Defendant and the California Labor and Workforce Development Agency (the “LWDA”). (Sung Decl., ¶ 10, **Exh. 2** – PAGA Notice.) Plaintiff’s administrative exhaustion period expired without the LWDA indicating its intent to investigate the allegations. (*Id.*)

On November 14, 2023, Plaintiff filed the Class Action Complaint alleging claims for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition. (Sung Decl., ¶ 11.) On December 22, 2023, Plaintiff filed the operative First Amended Complaint (“Operative Complaint”) adding a cause of action for civil penalties under PAGA. (Sung Decl., ¶ 12, **Exh. 3** – Operative Complaint.)

Prior to mediation, the Parties engaged in informal discovery wherein Defendants’ counsel provide a declaration from Defendant Chu, the Vice President for Defendant SAGI, attesting that 104 out of 107 putative class members signed Defendant Steps’ arbitration agreement and

1 authenticating the form arbitration agreement. (Sung Decl., ¶ 13.) Plaintiff was one of three
2 employees who did not sign the arbitration agreement. (*Id.*) Based on Plaintiff's counsel's review of
3 the arbitration agreement, it does not permit arbitration on a classwide basis. (*Id.*) In light of the fact
4 that the majority of putative class members signed arbitration agreements that did not permit class
5 arbitration, the Parties resolved Plaintiff's PAGA representative claim at mediation on December 6,
6 2024 and agreed to dismiss the class claims without prejudice. (*Id.*). On March 24, 2025, after the
7 Parties fully executed the Agreement, Plaintiff filed a Request for Dismissal of Class Claims
8 Without Prejudice, which the Court granted. (*Id.*)

9 **B. DISCOVERY AND INVESTIGATION**

10 After Plaintiff propounded written discovery on Defendant SAGI, Plaintiff and Defendants met
11 and conferred regarding an agreement to mediate the action and further agreed to a protocol for an
12 informal exchange of documents and information before mediation. (Sung Decl., ¶ 14.) Prior to
13 mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully mediate
14 this matter. (*Id.*) Specifically, Defendant produced: (1) PAGA list with Aggrieved Employees'
15 employee identification numbers, dates of employment, and hourly rate; (2) a 50% sampling of
16 employees time and payroll records; and (3) Defendant Chu's declaration attesting to the number of
17 employees who signed and did not sign Defendant Steps' arbitration agreement and why Plaintiff was
18 the only employee of Defendant Steps who was classified as an independent contractor. (*Id.*)

19 Plaintiff's counsel, with the assistance of a retained expert data analyst, analyzed and
20 reviewed the documents regarding Defendants' wage and hour policies and practices, the Aggrieved
21 Employees' time and pay records, and other information provided by Defendants and Plaintiff.
22 (Sung Decl., ¶ 15.) Plaintiff's counsel was able to evaluate the probability of success on the merits
23 and Defendant's maximum and risk-adjusted monetary exposure and prepare a damage analysis
24 prior to mediation. (*Id.*) The time and pay records of all Aggrieved Employees allowed Plaintiff's
25 counsel and their expert to prepare an analysis with a high degree of certainty. (*Id.*) In conjunction
26 with their extensive factual investigation, Plaintiff's counsel also investigated the applicable law
27 regarding the claims and defenses asserted in the litigation. (*Id.*) Thus, Plaintiff and Plaintiff's
28 counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed

1 them to act intelligently in negotiating the Settlement. (*Id.*)

2 **C. SETTLEMENT NEGOTIATIONS**

3 On December 2, 2024, the Parties participated in private mediation before Steven Pearl,
4 Esq., an experienced, neutral, class action and PAGA mediator. (Sung Decl., ¶ 16.) The settlement
5 negotiations were at arm’s length and, although conducted in a professional manner, were
6 adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement
7 of the dispute, but each side was also prepared to litigate their position through trial and appeal if a
8 settlement had not been reached. (*Id.*) After extensive negotiations and discussions regarding the
9 strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a
10 settlement of this Action, the material terms of which are encompassed within the Settlement. (*Id.*)
11 The Parties recognized that the issues presented in the Action are likely only to be resolved with
12 extensive and costly pretrial and trial proceedings, and that further litigation will lead to
13 inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits
14 of litigation. (*Id.*) Plaintiff and Plaintiff’s counsel considered the risk and uncertainty of the
15 outcome inherent in any litigation when determining whether this Settlement was the correct option.
16 (*Id.*)

17 **D. KEY TERMS OF THE PROPOSED PAGA SETTLEMENT**

18 The Settlement covers all current and former non-exempt employees who worked at least
19 one pay period for Defendant SAGI in California at any time during the PAGA Period (“Aggrieved
20 Employees”). (Agreement, § I.2.) The PAGA Period is from October 19, 2022 through January 30,
21 2025 (the “PAGA Period”). (Agreement, § I.11.)

22 The Gross Settlement Amount of the Settlement is \$140,000.00. (Agreement, § I.8.) The
23 Settlement provides that Plaintiff’s counsel will seek an award of reasonable attorney’s fees of
24 \$49,000.00, which is equivalent to thirty-five percent (35%) of the Gross Settlement Amount, and
25 up to \$20,000.00 in litigation costs. (Agreement, § III.4.a.) At this time, Plaintiff’s litigation costs
26 are approximately \$13,142.69, including \$91.67 in estimated future costs in filing this Motion and
27 supporting papers (\$75.91) and filing of the Settlement Administrator’s declaration of compliance
28 re settlement administration (\$15.76). (Sung Decl., ¶ 17; Exh. 4 – Itemized Costs.)

1 The Settlement provides the Settlement Administrator will be paid settlement administrator
2 costs not to exceed \$2,750.00. (Agreement, § III.4.b.) The Parties jointly selected Simpluris, Inc. as
3 the neutral entity to administer this Settlement based on its bid of \$2,750.00. (Sung Decl., ¶ 18; *see*
4 *also* Declaration of Denise Islas of Simpluris Inc. in Support of Plaintiff’s Motion for Approval of
5 PAGA Settlement [“Admin. Decl.”], ¶ 9, Exh. C – Administrator Bid.) The Settlement further
6 provides that Plaintiff will be paid an enhancement award in the amount of \$5,000.00 for Plaintiff’s
7 service to the LWDA and the Aggrieved Employees. (Agreement, § 4.c.)

8 After deducting Plaintiff’s counsel’s attorney’s fee and cost awards and payment to the
9 Settlement Administrator, in the amounts approved by the Court, the remainder, called the Net
10 Settlement Amount, will be distributed as 75% to the LWDA and 25% to Aggrieved Employees.
11 (Agreement, § III.5.) The amount estimated in the Net Settlement Amount for the LWDA payment
12 and the Aggrieved Employee payment is **\$70,107.72**. (Sung Decl., ¶ 19.) Accordingly,
13 approximately **\$17,526.93** (25% of the Net Settlement Amount) will be paid to the estimated 47
14 Aggrieved Employees on a pro-rata basis based on the number of pay periods each Aggrieved
15 Employee worked during the PAGA Period, and the raw average payment to Aggrieved Employees
16 is estimated at **\$372.91**. (*Id.*; *see* Agreement, § III.5.b.)

17 Defendant will fund the Gross Settlement Amount within 15 court days of the Effective
18 Date, which is the date that the Court enters a final order and judgment approving the Settlement.
19 (Agreement, §§ I.5, III.2.) Within 5 business days of the Effective Date, Defendant will provide the
20 Settlement Administrator with a PAGA list of all Aggrieved Employees, including their full name,
21 last known mailing address, social security number, and number of pay periods worked during the
22 PAGA Period or dates of employment. (Agreement, § IV.2.)

23 Upon receipt of the PAGA list, the Settlement Administrator will perform a search on the
24 National Change of Address database to update the Aggrieved Employees’ addresses. (Agreement,
25 § IV.3.) Within 21 calendar days of the Settlement being fully funded, the Settlement Administrator
26 will mail copies of the explanatory letter, attached as **Exhibit A** to the Agreement and translated
27 into Spanish, along with Individual PAGA Payments to all Aggrieved Employees; and distribute the
28 75% share of PAGA penalties to the LWDA, court-approved attorney’s fees and cost awards to

1 Plaintiff's counsel; and court-approval administration costs to itself. (Agreement, §§ IV.3, IV.5.)

2 Any checks for Individual PAGA Payments returned as non-deliverable will be remailed to
3 the forwarding address affixed thereto. (Agreement, ¶ IV.4.) If no forwarding address is provided,
4 the Settlement Administrator will promptly attempt to determine the correct address, using a skip-
5 trace or other similar search, using the name, address and/or Social Security number of the
6 Aggrieved Employee involved and will perform a single re-mailing if a new address is located. (*Id.*)
7 Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by
8 checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State
9 Controller's Office under the unclaimed property fund laws in the names of the Aggrieved
10 Employees to whom the checks were issued. (*Id.*)

11 Finally, prior to the filing of this Motion, Defendants' counsel provided an updated PAGA
12 list with Aggrieved Employees' dates of employment to Plaintiff's counsel. (Sung Decl., ¶ 37.)
13 Plaintiff's counsel calculated the number of pay periods worked by Aggrieved Employees during
14 the Class Period and verified that the escalator clause in Section III.3. of the Agreement will not be
15 triggered based on the updated PAGA list and the PAGA Period will not need to be modified. (*Id.*)

16 **III. DISCUSSION**

17 **A. AVAILABILITY OF CIVIL PENALTIES**

18 The LWDA and its constituent departments and divisions are authorized to assess and
19 collect civil penalties for specified violations of the Labor Code committed by an employer. With a
20 stated goal of improving enforcement of existing Labor Code obligations, the California Legislature
21 adopted the Labor Code Private Attorneys General Act of 2004, permitting, as an alternative, an
22 aggrieved employee to initiate a private civil action "on behalf of himself or herself and other
23 current or former employees . . ." (Lab. Code § 2699(a).) The penalties collected in these private
24 civil actions are to be distributed 75 percent to the LWDA and 25 percent to the aggrieved
25 employees. (*Id.* at § 2699(i).) However, before an employee may file an action seeking to recover
26 civil penalties for violations of any of the Labor Code provisions enumerated in Labor Code section
27 2699.5, he or she must comply with the Act's administrative procedures as set forth in Labor Code
28 section 2699.3, subdivision (a), which include providing notice to the LWDA and the employer of

1 the alleged Labor Code violations, and then waiting a prescribed period of time to permit the
2 LWDA to investigate and to decide whether to cite the employer for the alleged violations. (*Caliber*
3 *Bodyworks, Inc. v. Superior Court* (2005) 134 Cal.App.4th 365, 370; *see also Dunlap v. Superior*
4 *Court* (2006) 142 Cal.App.4th 330.)

5 Here, in compliance with Labor Code section 2699.3, on October 19, 2023, Plaintiff
6 provided notice to the LWDA and Defendant. (Sung Decl., ¶ 10; Exh. 2.) Plaintiff's administrative
7 exhaustion periods expired without the LWDA indicating its intent to investigate the allegations.
8 (*Ibid.*) Accordingly, Plaintiff may proceed with this PAGA representative action.

9 **B. THE SETTLEMENT WARRANTS APPROVAL**

10 Settlement of PAGA claims must be approved by a Court. (Lab. Code § 2699(l).) Here, the
11 circumstances weigh heavily in favor of approval, as explained below.

12 **1. The Dual Statutory Purposes of Deterrence and Punishment**

13 As a result of this litigation, Defendant has had to hire legal counsel, engage in informal
14 discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the
15 LWDA pursuant to the terms of the Settlement. Not including its own attorneys' fees and costs,
16 Defendant is paying \$140,000.00 to resolve this matter.

17 **2. The Relief is Genuine, Meaningful, and Consistent with the Underlying**
18 **Purpose of the Statute to Benefit the Public**

19 Plaintiff's counsel has conducted a thorough investigation into the facts of this case. (Sung
20 Decl., ¶ 20.) Based on the foregoing discovery and on their own independent investigation and
21 evaluation, Plaintiff's counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
22 (*Id.*) Furthermore, considering all known facts and circumstances, the risk of significant delay, trial
23 risk, appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is
24 in the best interests of the Aggrieved Employees and the State. (*Id.*) The Settlement avoids the
25 risks, burdens, and the accompanying expense of further litigation. (*Id.*) Although the Parties have
26 engaged in a significant amount of investigation, informal discovery, and employee data analysis,
27 they have not participated in substantial formal discovery procedures, including depositions and
28 expert discovery. (*Id.*) Moreover, preparation for trial would remain for the Parties, as well as the

1 prospect of appeals in the wake of any summary judgment ruling. (*Id.*) As a result, the Parties
2 would incur considerably more attorneys' fees and costs through trial. (*Id.*)

3 Based on Plaintiff's counsel's analysis of the time and payroll records provided by
4 Defendant and on information from Plaintiff, Plaintiff's counsel evaluated Defendant's maximum
5 and risk-adjusted potential exposure. (Sung Decl., ¶ 21.) Based on Defendant's disclosures, there
6 were approximately 47 Aggrieved Employees who collectively worked approximately 3,554 pay
7 periods. (*Id.*) Plaintiff's counsel's damages valuation utilizes the initial violation rate penalty of
8 \$100 in analyzing PAGA penalties because, based on Plaintiff's counsel's investigation, Defendant
9 has not been subject to any prior court judgments or Labor Commissioner order placing it on notice
10 of any violation pertaining to the claims Plaintiff asserted and the heightened subsequent violation
11 penalty does not apply. (*Id.*; see *Bernstein v. Virgin America, Inc.* (9th Cir. 2021) 990 F.3d 1157,
12 1173.) Plaintiff's counsel's valuation of each theory of liability is set forth below.

13 Misclassification as Independent Contractor. Plaintiff alleges that Defendant misclassified
14 him as an independent contractor in violation of Labor Code § 226.8. (Sung Decl., ¶ 22.) In
15 response, Defendants do not deny that Plaintiff was an employee and was classified as an
16 independent contractor, but contend, under oath and penalty of perjury, that Plaintiff was the only
17 Aggrieved Employee classified as an independent contractor because of his preference, and further
18 provided as sampling of wage statements evidencing that other Aggrieved Employees were
19 classified as W-2 employees. (*Id.*) Labor Code § 226.8 provides: "If the Labor and Workforce
20 Development Agency or a court issues a determination that a person or employer has engaged in
21 any of the enumerated violations of subdivision (a), the person or employer shall be subject to a
22 civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand
23 dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law."
24 Thus, with only one employee misclassified as an independent contractor, potentially recoverable
25 civil penalties is **\$15,000.00**. (*Id.*)

26 Meal Period Violations. Plaintiff alleges that Defendants failed to provide him with full, 30-
27 minute meal periods before the end of the fifth hour of work. (Sung Decl., ¶ 23.) Plaintiff's counsel
28 and his expert analyzed the 50% sampling of time and payroll records and found, out of 1,576 pay

1 periods, approximately 292 pay periods (or 18.41%) had one or more meal period violations. (*Id.*)
2 At \$100 initial penalty per pay period, an 18.41% violation rate, and extrapolated to the date of
3 mediation, PAGA penalties for meal period violations are **\$61,618.27**.

4 Off-the-Clock Work. Plaintiff contends that he sometimes worked off the clock during his
5 meal breaks without compensation. (Sung Decl., ¶ 24.) Any off-the-clock work would not be
6 reflected in the time or payroll records. (*Id.*) Estimating that Aggrieved Employees worked off-the-
7 clock during approximately 20% of pay periods, and at \$100 initial violation rates and extrapolated
8 to the date of mediation, PAGA penalties for off-the-clock work are **\$66,940.00**. (*Id.*)

9 Rest Period Violations. Plaintiff contends that he sometimes could not take his 10-minute
10 rest breaks because of his work duties. (Sung Decl., ¶ 25.) Any rest period violations would not be
11 reflected in the time or payroll records. (*Id.*) Estimating that Aggrieved Employees experienced rest
12 period violations during approximately 20% of pay periods, and at \$100 initial violation rates and
13 extrapolated to the date of mediation, PAGA penalties for rest period violations are **\$66,940.00**.
14 (*Id.*)

15 Derivative Wage Statement and Waiting Time Violations. Plaintiff alleges that, as a result of
16 the aforementioned wage violations, Defendant failed to furnish Aggrieved Employees with
17 accurate itemized wage statements in violation of Labor Code section 226(a). (Sung Decl., ¶ 26.) At
18 an estimated 20% violation rate by pay period, and at \$100 initial violation rate penalty per pay
19 period, PAGA penalties are estimated at **66,940.00**. (*Id.*)

20 Plaintiff alleges that, as a result of the aforementioned wage violations, Defendant failed to
21 pay all wages due to formerly employed Aggrieved employees upon their separation of employment
22 in violation of Labor Code sections 201 and 202. (*Id.*) At \$100 per former employee for 14 former
23 employees, PAGA penalties are estimated to be **\$1,400.00**. (*Id.*)

24 Violation of Wage Order 7's Temperature Regulations. California Labor Code § 1198
25 provides: "The employment of any employee ... under conditions of labor prohibited by the
26 [Industrial Wage Orders] is unlawful." Plaintiff alleges that Defendant violated IWC Wage Order 7,
27 § 15(C), which provides: "(A) The temperature maintained in each work area shall provide
28 reasonable comfort consistent with industry-wide standards for the nature of the process and the

1 work performed. (B) If excessive heat or humidity is created by the work process, the employer
2 shall take all feasible means to reduce such excessive heat or humidity to a degree providing
3 reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F,
4 a heated room shall be provided to which employees may retire for warmth, and such room shall be
5 maintained at not less than 68° F. (C) A temperature of not less than 68° F shall be maintained in
6 the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy
7 guidelines shall prevail over any conflicting provision of this section.” (Sung Decl., ¶ 27.) Plaintiff
8 asserts that Defendants failed to provide Plaintiff and other Aggrieved Employees with reasonable
9 comfort by maintaining the indoor temperature within the range of industry standards by, inter alia,
10 providing adequate heating, air conditioning, and/or ventilation and failed to maintain a temperature
11 of not less than 68° F in toilet rooms and/or breakrooms for Plaintiff and other non-exempt
12 employees. (*Id.*) At \$100 per pay period and extrapolated to the date of mediation, PAGA penalties
13 are **\$334,700.** (*Id.*)

14 Maximum Exposure and Realistic Recovery at Trial. Based on the foregoing, Plaintiff’s
15 counsel estimates Defendant’s maximum exposure for PAGA penalties to be approximately
16 **\$613,538.30.** (Sung Decl., ¶ 28.) However, PAGA penalties are subject to discretionary reduction
17 by this Court. (*Id.*) Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full
18 amount of PAGA penalties where “. . . if, based on the facts and circumstances of the particular
19 case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or
20 confiscatory.” Indeed, courts have affirmed the reduction of PAGA penalties in the past. As shown
21 in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, the Court of Appeal affirmed the
22 trial court’s reduction of PAGA penalties by 90%, citing the employer’s good-faith attempt at
23 complying with the law. (*See also Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
24 Cal.App.4th 1112, 1135 [affirming reduction of PAGA penalties]; *Fleming v. Covidien Inc.* (C.D.
25 Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 [reducing PAGA
26 penalties by over 82% in part because employer “not aware” of violations].) Here, Defendant
27 argued that based on their compliant policies and practices, the significant amount of overtime paid
28 during the PAGA Period, the high meal period compliance rate, and the hyper-technical nature of

1 the regular rate of pay theories of liability, the Court will significantly reduce any award of PAGA
2 penalties based on its good-faith compliance with the Labor Code. (Sung Decl., ¶ 28.)

3 Taking into account Defendant’s defenses on the merits and the potential for the Court to
4 reduce a PAGA penalty award, Plaintiff’s counsel believes there is a 50% to 75% risk factor that the
5 Court will find some of the claims in Defendant’s favor and/or exercise its discretion to reduce the
6 PAGA penalty award. (Sung Decl. at ¶ 29.) Accordingly, utilizing the midpoint between 50% to
7 75% and applying an 62.5% discount to the maximum potential recovery, Plaintiff’s counsel
8 believes the realistic recovery at trial on these claims to be **\$230,076.85**.

9 The \$140,000.00 settlement is an excellent result and amounts to “genuine and meaningful”
10 relief “consistent with the underlying purpose of the statute to benefit the public” as it represents
11 approximately **60.85%** of Plaintiff’s realistic recovery. (Sung Decl., ¶ 30; *see Villalobos v. Calandri*
12 *Sonrise Farm LP* (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709, at
13 *5; *see also O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.) This
14 is an excellent result, particularly because, under the Settlement, Aggrieved Employees will receive
15 timely, guaranteed relief and will avoid the risk of not being able to recover anything. (Sung Decl., ¶
16 30.)

17 **C. THE REQUESTED ATTORNEYS’ FEES AND COST AWARD SHOULD BE**
18 **APPROVED**

19 For the reasons set forth below, Plaintiff requests that the Court approve an attorney’s fee
20 award of **\$49,000.00** and cost award of **\$13,142.28** to Plaintiff’s counsel.

21 **1. Plaintiff’s Counsel Request an Award of Fees Based on the Common**
22 **Fund Method**

23 California courts have long awarded attorneys’ fees as a percentage of the benefit created by
24 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.) The
25 California Supreme Court has held, “when a number of persons are entitled in common to a specific fund,
26 and an action brought by a plaintiff or Plaintiff for the benefit of all results in the creation or preservation
27 of that fund, such plaintiff or Plaintiff may be awarded attorney’s fees out of the fund.” (*Id.* at p. 34.)

28 ///

1 Plaintiff's counsel seeks an award of attorneys' fees on the "percentage of recovery/common
2 fund" theory. The purpose of this approach is to "spread litigation costs proportionately among all the
3 beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air*
4 *W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of Cal.* (1975) 15 Cal.3d 162, the California
5 Supreme Court stated, "one who expends attorneys' fees in winning a suit which creates a fund from
6 which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation
7 costs." (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the
8 California Supreme Court recognized that the common fund doctrine has been applied "consistently in
9 California when an action brought by one party creates a fund in which other persons[] are entitled to
10 share." (*Id.* at pp. 110–11 [pincite omitted].) The reasons for applying this doctrine include:

11 fairness to the successful litigant, who might otherwise receive no benefit because his
12 recovery might be consumed by the expenses; correlative prevention of an unfair
13 advantage to the others who are entitled to share in the fund and who should bear their
14 share of the burden of its recovery; encouragement of the attorney for the successful
litigant, who will be more willing to undertake and diligently prosecute proper litigation
for the protection or recovery of the fund if he is assured that he will be properly and
directly compensated should his efforts be successful.

15 (*Id.* at p. 111.)

16 Several courts have expressed frustration with the alternative "lodestar" approach for deciding fee
17 awards, which usually involves wading through voluminous and often indecipherable time records.
18 Commenting on the lodestar approach, Chief Judge Marilyn Hall Patel wrote in *In re Activision Securities*
19 *Litigation* (N.D. Cal. 1989) 723 F.Supp.1373:

20 **This court is compelled to ask, "Is this process necessary?" Under a cost-benefit**
21 **analysis, the answer would be a resounding, "No!"** Not only do the *Lindy* and *Kerr–*
22 *Johnson* analyses consume an undue amount of court time with little resulting advantage
to anyone, but, in fact, it may be to the detriment of the class members.

23 (*Id.* at p. 1375 [emphasis added].) The percentage approach is preferable to the lodestar because: (1)
24 it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution
25 of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the
26 demands on judicial resources. (*Id.* at pp. 1378–79.) California Courts now routinely use the
27 percentage of the common fund approach to determine the award of attorney's fees. (*See, e.g., In re*
28 *Pac. Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378–79 [approving attorneys' fee award of 33%.])

1 **2. The Requested Fee is in Line with Typical Cases**

2 According to a leading treatise on class actions: “No general rule can be articulated on what is a
3 reasonable percentage of a common fund. Usually, 50% of the fund is the upper limit on a reasonable fee
4 award from a common fund in order to assure that the fees do not consume a disproportionate part of the
5 recovery obtained for the class, although somewhat larger percentages are not unprecedented.” (Newberg,
6 Newberg on Class Actions (3rd ed. 1992) § 14.03.) Attorneys’ fees that are 50% of the fund are typically
7 considered the upper limit, with 30–40% commonly awarded in cases where the settlement is relatively
8 small. (*Id.*; see also *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating
9 that most cases where 30–50% was awarded involved “smaller” settlement funds of under \$10 million].)

10 Here, Plaintiff request attorneys’ fees equal to 35% of the Gross Settlement Amount, which
11 is in line with the prevailing guidelines established under California case law and in academic
12 literature and is consistent with awards in California. (*Chavez v. Netflix, Inc.* (2008) 162
13 Cal.App.4th 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage method
14 or the lodestar method is used, fee awards in class actions average around one-third of the
15 recovery.”].)

16 **3. The Matter Involves a Fee and Cost Shifting Provision under PAGA**

17 Labor Code section 2699 provides for the recovery of reasonable attorney’s fees as well as
18 costs of suit. (Lab. Code § 2699(g)(1).) Specifically, it states: “Any employee who prevails in any
19 [PAGA] action shall be entitled to an award of reasonable attorney’s fees and costs . . .” (*Id.*) This
20 fee/cost-shifting provision reflects the understanding that PAGA Counsel must accept significant risk
21 of substantial expenses and consumption of time, energy, and other resources in litigating a PAGA
22 claim, and thus, that PAGA Counsel is not only permitted, but entitled, to recover reasonable
23 attorneys’ fees and costs if successful in litigating a PAGA claim.

24 This Settlement is beneficial in that it limits the risk of continued expenses and consumption
25 of time, energy, and resources facing Defendant while at the same time rewarding Plaintiff’s
26 counsel for their decision to assume risk by taking on this matter. (Sung Decl., ¶ 31.) In fact,
27 prosecution of this action involved significant financial risk for Plaintiff’s counsel. (*Id.*) Plaintiff’s
28 counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. (*Id.*)

1 Once Plaintiff's counsel undertook this litigation on behalf of the Aggrieved Employees, they
2 committed to pursue it to its conclusion, placing their fiduciary duty to the Aggrieved Employees
3 ahead of all other concerns. (*Id.*)

4 **4. The Experience, Reputation, and Ability of Plaintiff's counsel Support**
5 **the Requested Fee Award**

6 As demonstrated by their past experience in pursuing class and representative actions on
7 behalf of employees, Plaintiff's counsel possess considerable expertise in litigating class action and
8 representative matters. (Sung Decl., ¶¶ 2-7; Declaration of Tiffany L. Luu in Support of Motion for
9 Approval of PAGA Settlement ["Luu Decl.,"], ¶¶ 2-6.) Plaintiff's counsel have been involved as lead
10 counsel or co-counsel in a multitude of class and representative actions resulting in beneficial results
11 to class members and aggrieved employees in California. (Sung Decl., ¶¶ 6-7; Luu Decl., ¶¶ 5-6.)
12 Because it is reasonable to compensate Plaintiff's counsel commensurate with their skill, reputation,
13 and experience, Plaintiff's counsel's requested fee award is supported here.

14 Plaintiff's counsels' experience in wage and hour class and representative actions was
15 integral in evaluating the strengths and weaknesses of the case against Defendant and the
16 reasonableness of this Settlement. Practice in the narrow field of wage and hour litigation requires
17 skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as
18 the procedural law of representative action litigation. Based on these and other factors, Plaintiff's
19 counsel have recently received fee awards based on a percentage of the gross recovery. (Sung Decl.,
20 ¶ 32.) Therefore, the requested fee award is reasonable and fair.

21 **5. While the Lodestar Method is Not Necessary in Common Fund Cases,**
22 **the Court May Perform a Cross-Check to Award Fees**

23 "Despite its primacy, the lodestar method is not necessarily utilized in common fund cases."
24 (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 27.) Courts have criticized the lodestar
25 method as a drain on the judicial system and a disincentive on attorneys to take on high-risk,
26 challenging cases. (*Id.* at p. 29.) Indeed, the lodestar approach: "(1) 'increases the workload of an
27 already overtaxed judicial system,' (2) is 'insufficiently objective and produce[s] results that are far
28 from homogenous,' (3) 'creates a sense of mathematical precision that is unwarranted in terms of

1 the realities of the practice of law,’ (4) ‘is subject to manipulation by judges who prefer to calibrate
2 fees in terms of percentages of the settlement fund or the amounts recovered by the Plaintiff or of
3 an overall dollar amount,’ (5) ‘encourages lawyers to expend excessive hours, and . . . engage in
4 duplicative and unjustified work,’ (6) ‘creates a disincentive for the early settlement of cases,’ (7)
5 deprives trial courts of ‘flexibility to reward or deter lawyers so that desirable objectives, such as
6 early settlement, will be fostered,’ (8) ‘works to the particular disadvantage of the public interest
7 bar,’ and (9) results in ‘confusion and lack of predictability.’” (*Id.* [quoting Third Circuit Task
8 Force, *Court Awarded Attorney Fees* (1985) 108 F.R.D. 237, 246–49].)

9 Although California courts support the common fund doctrine, the lodestar method can be
10 used to cross-check fee awards. “It may be appropriate in some cases, assuming the class benefit
11 can be monetized with a reasonable degree of certainty, to ‘cross-check’ or adjust the lodestar in
12 comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and
13 within the range of fees freely negotiated in the legal marketplace in comparable litigation.” (*In re*
14 *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 [quoting *Lealao, supra*, 82 Cal.App.4th
15 at pp. 49–50].)

16 Applying the lodestar method is a two-step process. The first step is to multiply the number
17 of hours reasonably expended by a reasonable hourly rate, and the second step is to apply a
18 multiplier to the lodestar to account for various factors. (*Id.* at p. 556.) “The purpose of such
19 adjustment is to fix a fee at the fair market value for the particular action. In effect, the court
20 determines, retrospectively, whether the litigation involved a contingent risk or required
21 extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate
22 the fair market rate for such services.” (*Id.*) “Under certain circumstances, a lodestar calculation
23 may be enhanced on the basis of a percentage-of-the-benefit analysis.” (*Id.* at pp. 556–57.) Further,
24 “California case law permits fee awards in the absence of detailed time sheets.” (*Wershba v. Apple*
25 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255.)

26 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g.,*
27 *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 49-50 (approving multiplier of about 2.5); *Coalition*
28 *for L.A. County Planning etc. Interest v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251

1 (approving multiplier of about 12.8). In representative actions such as this one, where the value of
2 the benefit conferred to the representative group “can be monetized with a reasonable degree of
3 certainty,” the court may “adjust the lodestar in comparison to a percentage of the common fund to
4 ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal
5 marketplace in comparable litigation.” *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.

6 Moreover, the use of a multiplier is permitted in a PAGA action. PAGA provides that “[a]ny
7 employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and
8 costs.” (Lab. Code § 2699(g)(1).) Although PAGA does not provide a specific standard for
9 evaluating attorneys’ fees in connection with a settlement of PAGA claims, California Courts have
10 employed a lodestar analysis and use of multipliers for this purpose. “Where a settlement produces
11 a common fund for the benefit of the entire class, courts have discretion to employ either the
12 lodestar method or the percentage-of-recovery method. . . To guard against an unreasonable result,
13 the Ninth Circuit encourages district courts to “cross-check[] their calculations against a second
14 method. . . . Accordingly, the Court calculates attorneys’ fees in the instant case using the
15 percentage-of-recovery method and then cross-checks its calculations against the lodestar method.”
16 (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021, No. 18-CV-00393-LHK) 2021 WL
17 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935,
18 942, 944–45].) The court in *Hermosillo* granted, in part, a plaintiff’s counsel’s unopposed motion
19 for attorneys’ fees and costs in a PAGA-only settlement, wherein 33.33% of the gross settlement
20 fund was requested for fees. (*Hermosillo*, at *1–3.)

21 Here, Plaintiff’s counsel’s current lodestar is **\$69,485.00** which is based on 103 hours of
22 attorney time for William Sung and Tiffany Luu at their customary hourly rates. (Sung Decl., ¶¶ 32–
23 33, **Exhs. 6 and 7** (Time and Task Log for William Sung and Tiffany Luu); Luu Decl., ¶ 8.)
24 Plaintiff’s counsel’s requested fee award represents a **negative 0.71** lodestar multiplier. (Sung
25 Decl., ¶ 33.) Additionally, Plaintiff’s counsel estimate they will devote no less than 10 hours,
26 although likely more time, to additional tasks, which are hours not included in the foregoing
27 lodestar total. (Sung Decl., ¶ 34.) These additional hours will include time spent to obtain and
28 monitor approval of the Settlement and requested awards, oversee the settlement administration

1 process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding
2 the case. (*Id.*) Plaintiff's counsel also bear the risk of taking whatever actions are necessary if
3 Defendant fails to pay. The amount of fees requested under the Settlement is warranted based on the
4 contingent risk that Counsel incurred, the difficulty of the questions involved, the substantial
5 benefit conferred on the Aggrieved Employees and State of California as a result of the Settlement,
6 and the skill displayed by Plaintiff's counsel. Thus, the request for attorneys' fees satisfies a
7 lodestar check. Accordingly, the Court should find that the circumstances of the present case justify
8 an award of 35% of the Gross Settlement Amount for attorneys' fees.

9 **6. Plaintiff's Counsels' Costs Are Reasonable and Actually Incurred**

10 Plaintiff's counsel are entitled to recover the out-of-pocket costs and expenses they
11 reasonably incurred in investigating, prosecuting, and settling a case. (*Staton v. Boeing Co.* (9th Cir.
12 2003) 327 F.3d 938, 974; Lab. Code § 2699(g)(1).) Under the proposed Settlement, Plaintiff's
13 counsel may request reimbursement of costs up to \$20,000.00. (Agreement, § III.4.a.) Plaintiff's
14 counsel seek reimbursement of actual costs in the amount of \$13,142.28, including \$91.67 in
15 estimated future costs in filing this Motion and supporting papers (\$75.91) and filing of the
16 Settlement Administrator's declaration of compliance re settlement administration (\$15.76). (Sung
17 Decl., ¶ 17; Exh. 4.) These expenses were reasonably necessary to the litigation and were actually
18 incurred. Moreover, these expenses are below the maximum amount (\$20,000.00) allowed in the
19 Settlement, and the remainder will be allocated to the Net Settlement Amount. Therefore, costs
20 should be reimbursed in full, up to the maximum amount allowed in the Settlement.

21 **D. THE COURT SHOULD APPROVE THE REQUESTED PLAINTIFF'S**
22 **ENHANCEMENT AWARD.**

23 Courts routinely approve enhancement payments to compensate named plaintiffs for the
24 services they provide and the risks they incur during class action litigation. *See, e.g., Bell v.*
25 *Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named
26 plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal.
27 1995) 901 F. Supp. 294 (approving \$50,000 service payment). Indeed, "[i]ncentive awards are
28 fairly typical in class action cases." *Rodriguez v. West Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948,

1 958. The Court may award incentive payments “to compensate [Plaintiff] for work done on behalf
2 of the class, to make up for financial or reputational risk undertaken in bringing the action. *Id.* at
3 958-59.

4 Here, Plaintiff seeks an enhancement award of \$5,000.00 and Plaintiff and Plaintiff’s
5 counsel submit that this request is reasonable given Plaintiff’s efforts in this case and the risks
6 Plaintiff undertook on behalf of the State and Aggrieved Employees. (Hernandezs Decl., ¶¶ 4-5;
7 Sung Decl., ¶ 35.) Plaintiff expended substantial time and effort on behalf of the State and
8 Aggrieved Employees, including providing factual information and documents to counsel, attending
9 meetings with counsel to discuss the claims and theories at issue in the litigation, and otherwise
10 actively participating in the prosecution of his claims. (Hernandez Decl., ¶ 4.) As a result of
11 Plaintiff’s efforts, he has helped the State recover over \$52,000 in civil penalties and 47 Aggrieved
12 Employees recover on average \$372.91 in civil penalties per person.

13 **E. THE COURT SHOULD APPROVE THE SETTLEMENT**
14 **ADMINISTRATION FEES**

15 Pursuant to the terms of the Settlement, the fees and costs of the Settlement Administrator,
16 are to be paid out of the common fund. (Agreement, § III.4.B.) The settlement administration fees
17 are based on a flat-sum amount of \$2,750.00. (*Id.*; Admin. Decl., ¶ 9, Exh. C.) The Settlement
18 Administrator’s duties include, but are not limited to, receiving and analyzing the Aggrieved
19 Employee list, processing Aggrieved Employees’ names and addresses against the National Change
20 of Address database (“NCOA”) prior to mailing, setting up and managing a Qualified Settlement
21 Fund (“QSF”) Escrow Account, calculating Individual PAGA Payments to Aggrieved Employees,
22 disbursing settlement payments to Aggrieved Employees, the State of California, and Plaintiff’s
23 counsel including necessary tax forms (i.e., 1099 Forms) and PAGA settlement explanatory letter,
24 tendering funds from uncashed checks to the Unclaimed Property Fund to be held in the name of the
25 Aggrieved Employee, and submitting final accounting to the Court. (Admin Decl., ¶¶ 6-8, Exh. C;
26 Agreement, §§ IV.1-7.) All of these duties are included in the agreed-upon flat fee of \$2,750.00.
27 Thus, the Administrator’s fees should be approved.

28 ///

1 **F. PLAINTIFF’S COUNSEL GAVE NOTICE OF THE PAGA SETTLEMENT**
2 **TO THE LWDA**

3 On May 6, 2025, Plaintiff’s counsel caused a copy of the Motion for Approval of PAGA
4 Settlement and the fully executed Agreement to be uploaded to the LWDA's website. (Sung Decl., ¶
5 36, **Exh. 7**-LWDA Upload Confirmation.)

6 **IV. CONCLUSION**

7 For the foregoing reasons, Plaintiff respectfully request that the Court grant approval of the
8 proposed settlement and sign the proposed order and judgment submitted herewith.

9
10 DATED: May 6, 2025

Respectfully submitted,

11 **JUSTICE FOR WORKERS, P.C.**

12
13 By: 

14 _____
15 William C. Sung
16 Tiffany L. Luu
17 Attorneys for Plaintiff PEDRO HERNANDEZ
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