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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Luis Medina, on behalf of himself and all other aggrieved employees of Defendants in the State of California,

Plaintiff,

v.

A & T Restaurant Management, LLC., a California corporation; Arnoldo Espinosa Valencia, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2023-00048686-CU-OE-CTL

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Date: July 10, 2026
Time: 9:30 a.m.
Dept: C-74
Judge: Hon. Blaine K. Bowman

Complaint Filed: November 7, 2023
FAC Filed: December 27, 2023
SAC Filed: December 2, 2024
Trial Date: None set

[*Notice of Motion; the Declaration of Vilmarie Cordero and Luis Medina; and [Proposed] Order are filed concurrently herewith*]

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Luis Medina ("Plaintiff") and Defendants A & T Restaurant Management, LLC, dba Vallarta Express Mexican Eatery ("A & T" or "Defendants") (collectively the "Parties") seek approval of the Parties' Private Attorney General Act ("PAGA") Settlement Agreement ("Settlement" or "SA"), which provides for Defendants' funding a non-reversionary Gross Settlement Amount of $30,000 in settlement of PAGA representative claims brought on behalf of approximately 57 current and former non-exempt employees of Defendants in the state of California employed during the PAGA Period. (SA ¶ 1.5.) The PAGA Period is defined as the period from September 10, 2022, through January 13, 2026. (SA ¶ 1.18.)

The Settlement is fair and reasonable and was reached after years of litigation, and a full-day mediation with mediator Ana Sambold, Esq. of ADR Services, Inc. ("ADR Services"). The terms of the Settlement are also fair and reasonable based on the disputed merit of the PAGA claims, the range of possible outcomes in the litigation, the risk, expense, complexity of further litigation, and the views of experienced counsel. Accordingly, Plaintiff respectfully requests that the Court approve the Settlement.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. General Facts, Allegations, and Procedural History

Plaintiff is a former employee of Defendants who worked for Defendants as a cook from approximately November 2017 through about April 15, 2023, at the "Vallarta Express" in San Diego, California. (Declaration of Luis Medina "Medina Decl." ¶ 3). At all times during his employment, Plaintiff was a non-exempt, hourly employee. (Medina Decl. ¶ 4). As a cook, Plaintiff was responsible for preparing ingredients, cooking, and cleaning the restaurant. (*Id.*) Plaintiff and other non-exempt employees frequently worked alone and performed cashiering tasks and took "drive-through" orders. (Medina Decl. ¶ 5).

Defendant A & T Restaurant Management, LLC is a California limited liability company operating a fast food Mexican restaurant doing business as Vallarta Express, in the Mira Mesa neighborhood of San Diego, California. (Declaration of Vilmarie Cordero "Cordero Decl." ¶ 11).

Defendant Arnoldo Espinosa Valencia is the 100% owner and managing agent of A & T Restaurant Management, LLC. (*Id.*)

Plaintiff alleges Defendants failed to comply with the California Labor Code and applicable Wage Orders by denying Plaintiff and other Aggrieved Employees legally compliant meal and rest periods; failing to provide mandatory sick leave; failing to pay all minimum, regular, and overtime wages for all hours worked; failing to reimburse employees for necessary business expenses incurred in the performance of their job duties; failing to provide accurate, itemized wage statements; failing to maintain proper payroll records; and failing to timely pay all wages owed upon separation of employment and applicable waiting time penalties. (Cordero Decl. ¶ 13).

On October 10, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of his intent to assert the rights granted to him under PAGA. (Cordero Decl. ¶ 12).

On November 7, 2023, Plaintiff filed a class action against Defendants. (Cordero Decl. ¶ 13). On December 27, 2023, Plaintiff filed a First Amended Complaint adding a PAGA representative cause of action. (Cordero Decl. ¶ 14).

In February 2024, Defendant indicated it intended to enforce a purported arbitration agreement and class action waiver allegedly signed by Plaintiff and Defendants. (Cordero Decl. ¶ 15). Plaintiff ultimately agreed to proceed with arbitration of his individual claims and dismissal of the class claims. (*Id.*) On December 2, 2024, Plaintiff filed a Second Amended, and now operative Complaint as a representative PAGA-only action against Defendants in this Court. (Cordero Decl. ¶ 18).

The Parties thereafter agreed to participate in private mediation of all claims. (Cordero Decl. ¶ 19). The mediation took place on January 13, 2026, before mediator Ana Sambold, Esq. of ADR Services. (*Id.*)

In advance of mediation, Defendants informally produced copies of Plaintiff's personnel file and payroll records, relevant written policies, time and pay data for the Aggrieved Employees during the PAGA Period, as well as time and pay records and contact information for aggrieved employees following a *Belaire West* notice procedure. (Cordero Decl. ¶ 22-25). Plaintiff relied upon the documents produced to make a detailed assessment of the strengths and weaknesses of Plaintiff's claims, as well as Defendants'

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potential liability. (Cordero Decl. ¶¶ 26-28).

On January 13, 2026, the parties attended a full-day mediation with Ana Sambold, Esq. of ADR Services, Inc., a well-respected and experienced mediator. (Cordero Decl. ¶ 29). The parties engaged in good-faith, non-collusive negotiations throughout the mediation, discussing the realistic exposure to Defendants, as well as the strengths and weaknesses of Plaintiff's claims. (Cordero Decl. ¶ 38). Ms. Sambold provided a useful, neutral analysis of the issues and risks to both sides taking into account all aspects of the case, including the relative strengths and weaknesses of each claim, the risks and delays of further litigation, the current state of the law as it related to the claims, the competing valuations, the potential damages, and the manageability of the action. (Cordero Decl. ¶ 29).

The parties resolved the entirety of claims alleged against Defendants at mediation. (Cordero Decl. ¶ 30). Plaintiff also settled his individual claims which are subject to a separate, confidential settlement agreement. (Cordero Decl. ¶ 31.)

III. THE PAGA SETTLEMENT MERITS APPROVAL BECAUSE IT IS FAIR AND REASONABLE

Any settlement of a PAGA action brought by an aggrieved employee must be approved by the court. Cal. Lab. Code § 2699(1)(2). An aggrieved employee's representative action brought on behalf of the state and other aggrieved employees against an employer for PAGA violations does not need to meet the requirements for class certification nor does there need to be notice to the other employees in the same manner as a class action settlement. *Arias v. Sup. Ct.*, 46 Cal. 4th 969, 980-88. A plaintiff bringing suit under PAGA does so as the proxy or agent of California's labor law enforcement agencies. *Id.* at 986. Thus, the Court simply reviews the settlement and approves it if it is deemed to be fair and reasonable, and in alignment with PAGA's purpose. *See Gutilla v. Aerotek, Inc.*, No. 115CV00191DADBAM, 2017 WL 2729864, at *3 (E.D. Cal. Mar. 22, 2017) ("the court will approve a settlement of PAGA claims upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA, and (2) are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals."); *see also Rincon v. W Coast Tomato Growers, LLC*, No. 13-CV-2473-JLS(KSC), 2018 WL 22828104, at *2 (S.D. Cal. Feb 12, 2018); *Williams v. Sup. Ct.,* 3 Cal. 5th 531, 548 (2017); *Kim v. Reins International California Inc.,* 9 Cal. 5th 73, 81 (2020); *see Moniz v. Adecco USA, Inc.,* 72 Cal. App. 5th 56, 76 (2021).

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Here, the Gross Settlement Amount is $30,000.00. (SA ¶ 3.1.) Under the terms of the Settlement, $7,500.00 will be disbursed to the Aggrieved Employees (25% of the Gross Settlement Amount). (SA ¶ 3.2.4.) The remaining 75% ($22,500.00), less the following amounts: $10,000.00 (one-third of the Gross Settlement Amount) to Plaintiff's Counsel for attorneys' fees; up to $6,000.00 to Plaintiff's Counsel for costs; and up to $3,490.00 to Apex Class Action, LLC ("Apex") for the Administration Expenses Payment—will be paid to the LWDA. (SA., §§ 3.2.1–3.2.3). On average, each Aggrieved Employee will receive approximately $131.58.

A. **A Presumption of Fairness Exists in Favor of the Settlement**[1]

In the context of class action settlements, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." 2 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 at 245 (2001).

First, the parties' settlement was obtained through the assistance of mediator Ana Sambold, Esq., an experienced and well-respected wage and hour mediator, and through the result of extensive, non-collusive negotiations between the parties, and informed by substantial factual and legal investigation. (Cordero Decl. ¶¶ 22-28, 36, 38). At all times, the parties' negotiations were conducted at arm's length between attorneys with substantial wage and hour class and PAGA action experience, which fully informed the parties of the relative strengths of the claims and the benefits of the proposed Settlement, prompting each side to compromise. (Cordero Decl. ¶¶ 26, 38, 40).

Second, the parties exchanged substantial information and conducted informal discovery in preparation for mediation such that the parties were able to act intelligently. (Cordero Decl. ¶¶ 26, 40). Defendants produced Plaintiff's personnel file including paystubs spanning from 2019 through April 2023; several policy documents; payroll summaries for all 57 PAGA group members; and time records for all PAGA group members, and contact information for all Aggrieved Employees. (Cordero Decl. ¶¶ 22, 23).

After a thorough review of the information collected, factual and legal research, and investigation

[1] Although this argument is framed in the context of class action settlements, Plaintiffs argue the same reasoning applies in the context of approval of a Settlement in a PAGA representative action.

[2] Factor 4 is inapplicable in the PAGA context as other aggrieved employees do not have standing to object unless they successfully intervene.

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regarding the strength of the claims, each party's counsel prepared a comprehensive and confidential mediation brief outlining the relevant factual and legal issues. (Cordero Decl. ¶ 27). Plaintiff's evaluation of the case was premised on a careful and extensive analysis of the facts, the scope and viability of Defendants' potential defenses, the nature of Defendants' business, conversations with percipient witnesses, a thorough analysis of Aggrieved Employees' employment data, and the input and guidance of a highly experienced, neutral third-party mediator. (Cordero Decl. ¶ 27, 28, 40).

Third, Plaintiff's counsel have decades of experience litigating complex wage and hour litigation in California courts. (Cordero Decl. ¶¶ 61-65). Because all three factors are satisfied, the PAGA Settlement merits a presumption of fairness.

B. <u>The Settlement is Fair and Reasonable</u>

Settlements of representative claims brought under PAGA must be approved by the court to ensure they are fair, reasonable, and adequate. Cal. Lab. Code, § 2699(l)(2). Beyond the language of Labor Code Section 2699, the PAGA does not specify a standard of review for the approval of PAGA settlements, and there is not published appellate authority specific to the subject. However, federal district court cases have enunciated guidance for reviewing PAGA settlements within the context of larger class actions which included PAGA claims, holding a PAGA settlement must be genuine, meaningful, and consistent with the underlying purpose of the statute. *See O'Connor v. Uber Technologies, Inc.,* 201 F. Supp. 3d 1110 (N.D. Cal. 2016); *Viceral v. Minstras Group, Inc.,* No. 15-CV-02198-EMC, 2016 WL 5907869, at *1 (N.D. Cal. Oct. 11, 2016). *See, also, Ferreri v. Bask Technology, Inc.,* No. 15-CV-1899-CAB-MDD, 2016 WL 6833927, at *1 (S.D. Cal. Nov. 21, 2016) (evaluating PAGA settlement in light of purposes and policies of PAGA); *cf. Kullar v. Foot Locker Retail, Inc.,* 168 Cal. App. 4th 116, 130 (2008) (holding a court must weigh the relative strength of a plaintiff's class action case on the merits against the amount offered in settlement).

Courts also recognize that PAGA settlements should be evaluated in light of the risks of continued litigation, the strength of the plaintiff's claims, and the potential financial recovery. *See Nordstrom Com. Cases,* 186 Cal. App. 4th 576, 581 (2010). Given the uncertainties associated with proving and successfully recovering PAGA penalties and the inherent litigation risks, courts approve settlements that reflect a reasonable compromise of disputed claims. *See Rodriguez v. RCO Reforesting, Inc.,* No. 2:16-

CV-2523-WBS-DMC, 2019 WL 331159, at *1 (E.D. Cal. Jan. 25, 2019).)

1. The Settlement is Fair and Reasonable Because it Reflects a Reasonable Compromise of the Disputed Claims Given the Uncertainty of Continued Litigation

Plaintiff estimates a maximum potential recovery of civil penalties in the amount of $547,300.00. (Cordero Decl. ¶ 42). Plaintiff's maximum recovery estimates are premised on the assumption that Plaintiff would be able to successfully establish liability on every single claim alleged; it also assumes the Court would allow "stacking" of penalties for the same underlying violation, and that Plaintiff's estimated damages would be awarded in their entirety. (*Id.*) Accordingly, the estimated maximum recovery value represents a highly unlikely scenario given potential defenses and variance among Aggrieved Employees likely to reduce the overall value of some claims. (Cordero Decl. ¶¶ 42, 43)

Thus, although the Gross Settlement Amount ($30,000.00) represents a significant departure from the maximum potential damages exposure calculated, this discount is justified based on Defendant's defenses and the risks and uncertainty inherent in litigation and trial. (Cordero Decl. ¶¶ 53-58).

While Plaintiff maintains his claims have merit, Plaintiff recognizes the risk of possible adverse rulings on liability, and variance in recovery on the PAGA claims asserted. (Cordero Decl. ¶¶ 48, 53-58). Protracted litigation would also involve numerous depositions, written discovery, and trial all of which would involve significant time and expense. (Cordero Decl. ¶¶ 44, 45).

In addition, any amount of PAGA penalties are subject to the Court's discretion to reduce an award in part or completely. *See*, *e.g.*, *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (affirming reduction of PAGA penalties for wage statement violations from $2,800,000 to $500,000 because "the aggrieved employees suffered no injury" as a result of the violations, the defendants "were not aware" their wage statements violated the law, and the defendants "took prompt steps to correct all violations once notified.") These risks support reaching a settlement of a lesser amount than the maximum potential damages. (Cordero Decl. ¶ 46).

Absent a settlement, the parties would likely spend considerable time, effort, and money on additional discovery and depositions, including substantial meet and confer and motion work, preparing cross-motions for summary judgment, and other substantial motion practice. In addition, the parties would

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further need to propound formal written discovery, conduct several witnesses' and party depositions (likely needing licensed Spanish interpreters), retain experts and conduct expert depositions, and prepare further damages analysis for trial purposes, among others. Indeed, even assuming Plaintiff is successful at proving all of his claims at trial and recovers the full amount of damages as estimated, Defendant may appeal such a judgment in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff or the Aggrieved Employees.

2. The Settlement is Fair and Reasonable Given its Scope and the Narrow Release

Defendants estimate there are 57 Aggrieved Employees who worked a total of 1,144 PAGA Pay Periods during the PAGA Period (September 10, 2022 through January 13, 2026). The limited size of the group directly constrains the theoretical ceiling on per-employee and per-pay-period penalties. Smaller PAGA groups, in form, present both more limited enforcement value and a greater likelihood of individualized defenses reducing recovery. A settlement amount that reflects a per-employee average of approximately $131.58 is consistent with outcomes in cases of comparable size and complexity. Moreover, this PAGA settlement resolves claims only against A & T Restaurant Management, LLC dba Vallarta Express LLC and Arnoldo Espinoza Valencia — the single restaurant and its owner. Thus, the PAGA group is inherently small. This context supports the reasonableness of the Gross Settlement Amount.

The release also supports approval because it does not overreach. The Aggrieved Employee release covers only claims for PAGA penalties that were alleged, or reasonably could have been alleged constrained by the facts stated in the Operative Complaint and PAGA Notice. Critically, this release does not extend to individual wage and hour claims. Aggrieved employees retain the individual right to pursue their own private actions for compensatory damages under the applicable Labor Code provisions. A narrow release tailored to the allegations in the record, that preserves individual employee rights, reflects a fundamentally fair compromise consistent with PAGA's purpose.

3. Disputes Regarding Liability Also Support the Settlement

Again, while Plaintiff maintains his claims have merit, Defendants also possess legitimate defenses. Defendants assert they maintained legally compliant meal period, rest break, timekeeping, and compensation practices throughout the PAGA Period, and contend that any inconsistencies in time or pay

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records were isolated and not systemic.

Defendants also produced a meal period waiver agreement allegedly signed by Plaintiff. Defendant may argue that employees waived meal breaks pursuant to similar prospective meal period waivers. While Plaintiff argues the waivers are ineffective for shifts exceeding six hours, the existence of written policies and waivers—however inadequate—gives Defendants a colorable good-faith compliance argument that could affect both liability findings and the Court's willingness to impose full statutory penalties.

Labor Code § 226(e)(1) limits employee recovery to those who suffer injury from a *knowing and intentional* failure to comply. Defendants may argue that any wage statement inaccuracies were derivative of a genuine dispute about the underlying compensation owed — i.e., that they did not intentionally issue defective statements but rather reflected their good-faith (if incorrect) accounting of hours worked and wages paid. If Defendants establish that the discrepancies flowed from a disputed payment methodology rather than deliberate noncompliance, the knowing and intentional element becomes a contested issue that could eliminate or substantially reduce Labor Code § 226 exposure.

Similarly, Labor Code § 203 imposes waiting time penalties only where the employer's failure to pay final wages is *willful*. Defendants have claimed that additional compensation beyond documented payroll was paid in cash to employees. While Defendants were unable to corroborate these alleged cash payments, the claimed existence of additional cash compensation creates a genuine factual dispute about whether Defendants believed all wages had been paid upon separation. An employer acting under a good faith belief — however mistaken — that it has paid all wages owed may avoid willfulness. This unresolved factual dispute may meaningfully undermine the certainty of waiting time penalty recovery.

The settlement reached will provide Plaintiff, the state of California, and the Aggrieved Employees with a financial recovery and extinguish the risks associated with continued litigation, trial, post-trial motions, and any subsequent appeals

4. The Settlement is Fair and Reasonable Because it is Consistent with the Purpose of PAGA

The purpose of PAGA is to incentivize private enforcement of labor laws while ensuring that civil penalties serve a deterrent function. *See Arias v. Superior Court,* 46 Cal. 4th 969, 986 (2009). The LWDA's top enforcement priorities are "to vigorously enforce minimum labor standards in order to ensure

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employers are not required or permitted to work under substandard unlawful conditions . . ." and to "protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards." Cal. Lab. Code § 90.5(a); *see also Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014).

Here, the proposed Settlement furthers these objectives by achieving significant relief for affected employees and securing penalties for the LWDA, without the delay and uncertainty. The $30,000.00 Gross Settlement Amount provides a real incentive to Plaintiff and the PAGA Group Members for the private enforcement of California's labor code, while also reasonably advancing PAGA's purpose of deterring similar violations.

The proposed Settlement, even with deductions, provides a substantial sum to the State of California—approximately $3,010.00. It also provides monetary compensation totaling $7,500.00 in civil penalties for each alleged aggrieved employee in the PAGA Group on a pro-rata basis. (SA ¶ 3.2.4.1). The parties estimate the number of pay periods during the PAGA Period (September 21, 2023, to September 20, 2025) at 1,144. Therefore, the value per pay period is estimated at approximately $6.56 per pay period ($7,500 / 1,144). (Cordero Decl. ¶ 59).

However, the purpose of a PAGA Settlement is not to compensate the aggrieved employees, as they will retain any private right of action they may have under the applicable Labor Code provisions, and they are free to pursue any additional remedies they may have. The Settlement only seeks to resolve the alleged claims for civil penalties.

Moreover, the PAGA group shall receive a notice explaining the purpose of Settlement and the claims that will be released upon its approval. (Cordero Decl. ¶¶ 5, 60, Ex. 2). Plaintiff contends this notice will educate aggrieved employees as to the requirements of the Labor Code, something that is in the public interest and consistent with PAGA's purpose. *See* Labor Code § 2699(j) (stating that civil penalties recovered under PAGA shall be distributed to the LWDA for [among other things] "education of employers and employees about their rights and responsibilities under this code.")

Although the Settlement represents a significant departure from maximum recovery in this case, it nonetheless merits full approval because it is fair and reasonable, and consistent with the purpose of PAGA.

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IV. ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

A. The Amounts of Fees Sought is Reasonable

The PAGA provides that a plaintiff is entitled to recover reasonable attorneys' fees, expenses, and costs under Section 2699(g)(1) of the California Labor Code, which provides that, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee" Labor Code Section 2699.3. For their efforts, and the substantial risk taken in obtaining a common fund PAGA Settlement that benefits the LWDA and Aggrieved Employees, the parties allocated one-third of the Settlement Amount or $10,000.00 to Plaintiff's counsel for reasonable attorneys' fees, plus actual litigation costs. These fees are warranted under the law and within the range of fees commonly awarded in similar cases. (Cordero Decl. ¶ 70).

In *Laffitte v. Robert Half Int'l, Inc.,* the California Supreme Court affirmed it is appropriate to award a plaintiff's counsel in a class action case a percentage of the monetary fund benefiting the class. 1 Cal. 5th 480, 503 (2016). The court in *Laffitte* noted that the common fund approach furthers the goal of attracting competent counsel to handle representative actions enforcing California's labor laws. *Id.* at 503. The same reasoning applies to PAGA cases. The percentage requested here, 33.33%, falls well in line with the percentage awards granted in similar cases. For example, in *Haitz v. Meyer, et al.*, Alameda Superior Court, Case No. 572968-3., the court awarded attorneys' fees in the amount of 45% of the gross settlement fund, and *Nguyen v. Renaissance Nails & Spa, Inc.*, No. CIVRS1308088, 2017 WL 5153350, at *1 (Cal. Super. Sep. 21, 2017) the court awarded 40% of the gross settlement fund as fees.

The requested fees are reasonable considering Plaintiff's and Plaintiff's counsel's efforts in this case produced a favorable result for the aggrieved employees and the LWDA. As a result of this

The requested fees and costs are also fair and reasonable considering Plaintiff's counsel is highly experienced in wage and hour matters and class action and PAGA cases, the result Plaintiff's counsel obtained on behalf of the aggrieved employees, and the risk undertaken in bringing this case on a contingency basis, thereby bearing all the costs of this complex, risky, expensive, and time-consuming litigation. (Cordero Decl. ¶ 81).

B. A Lodestar Cross-Check Support the Reasonableness of the Attorney's Fees Award

The court in *Laffitte* held that applying a lodestar multiplier cross-check is an appropriate method

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to verify the reasonableness of a percentage fee award. *Laffitte,* 1 Cal. 5th at 503-06. Here, Plaintiff's counsel has spent over 450 hours across nearly three years on this case, to date, which, at prevailing market rates, amounts to approximately $176,000. (Cordero Decl. ¶ 75). Plaintiff's counsel's loadstar does not include the time and effort they will incur in the future attending the approval hearing, or in the administration of the PAGA Settlement. Plaintiff's fee request therefore reflects a *negative* lodestar multiplier of approximately .057, reflecting a reduction of about 94.3%, which militates in favor of granting Plaintiff's requested fee award. (*Id.*) California courts routinely award multipliers on class counsel's lodestar, ranging from 2 to 4, or even higher. *See, e.g., Chavez v. Netflix*, 162 Cal. App. 4th 43, 49-50 (2008) (approving multiplier of approximately 2.5); *Ridgeway v. Wal-Mart Stores Inc.,* 269 F. Supp. 3d 975, 1000 (N.D. Cal. 2017) (approving multiplier of 2.0).

Here, the requested $10,000.00 as an award of attorney's fees to PAGA Counsel—which represents less than 94% of counsel's current loadstar—is reasonable in light of the results achieved, and given the extensive work that Plaintiff's counsel has done on behalf of the aggrieved employees. Moreover, there are no facts to suggest that these awards are unjust, arbitrary, or confiscatory. (Cordero Decl. ¶¶ 70-75.)

C. The Litigation Costs are Reasonable

To date, Plaintiff's counsel has incurred more than $6,000.00 in litigation costs. (Cordero Decl. ¶¶ 82, 83). These costs include filing fees, court fees, computerized legal research charges, delivery, postage, telephone charges, and mediation. (*Id.*) All of these incurred expenses were necessary to prosecute this case and would normally have been billed to a client on a non-contingency basis. (*Id.*) The requested litigation costs are reasonable for a case such as this in which substantial investigation took place over almost three years Plaintiff submitted his initial LWDA letter.

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VI. CONCLUSION

Plaintiff respectfully requests that this Court approve the settlement on the terms outlined in the parties' Settlement Agreement. As set forth herein, the Settlement is fair, reasonable, and adequate given the range of possible outcomes of the litigation, the risks and expenses associated with further litigation, the scope of the release, and the experience and views of Plaintiff's Counsel.

Respectfully submitted,

Dated: June 12, 2026

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By: ______________________________

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