Charles T. Sweeny (SBN 325167)
charlie@sweenylaw.com
SWEENY LAW, PC
8605 Santa Monica Blvd. #618463
Los Angeles, CA 90069
Telephone: (310) 658-2112

Brian J. St. John (SBN 304112)
Yasmin Hosseini (SBN 326399)
Stephanie Roseman (SBN 364057)
LAWYERS *for* JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

REINA CASAS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

THE RUSSELL FISCHER PARTNERSHIP, LP, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01366717-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT

Reservation ID:	**74897167**
Date:	October 8, 2026
Time:	2:00 PM
Department:	CX105
Complaint Filed:	December 11, 2023
Trial Date:	None Set

PLEASE TAKE NOTICE that on October 8, 2026, at 2:00 p.m. or as soon thereafter as the matter may be heard before the Honorable Melissa McCormick in Department CX105 of the Superior Court of the State of California, for the County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Reina Casas ("Plaintiff") will and hereby does move for entry of the following orders:

1. Granting approval, pursuant to California Labor Code section 2699(l)(2), of the settlement between Plaintiff and Defendant The Russell Fischer Partnership, LP ("Defendant") of the claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), as set forth in the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Charles T. Sweeny, including and not limited to, the plan of allocation and distribution of the Gross Settlement Amount for payment of the LWDA Payment to the California Labor and Workforce Development Agency ("LWDA"), Individual Settlement Shares to the Aggrieved Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, Settlement Administration Costs to the PAGA Settlement Administrator, and Enhancement Award to Plaintiff;
2. Approving the Net Settlement Amount, estimated to be no less than $70,126.21 which will be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor Code section 2699(i), of which seventy-five percent (75%) will be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%) will be paid to the Aggrieved Employees ("Employees' Portion");
3. Appointing Phoenix Class Action Administration Solutions ("Phoenix") as the PAGA Settlement Administrator, to handle the administration of the Settlement;
4. Directing Defendant to transmit the Gross Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement, and directing the PAGA Settlement Administrator to distribute the Gross Settlement Amount in accordance with the Settlement Agreement;
5. Directing the mailing of Individual Settlement Share checks to the Aggrieved Employees along with the Cover Letter, which is substantially similar in content and form to that

attached as "**EXHIBIT A**" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq*.) Settlement Agreement and Award of Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs ("[Proposed] Order and Judgement") filed concurrently herewith;

6. Awarding $5,000.00 to Plaintiff Reina Casas as her Enhancement Award;
7. Awarding up to $7,000.00 to the PAGA Settlement Administrator as Settlement Administration Costs; and
8. Awarding to Sweeny Law, PC and Lawyers *for* Justice, PC ("Plaintiff's Counsel") the amount of $52,500.00 as compensation for reasonable attorneys' fees and the amount of $15,373.79 for reimbursement of litigation costs and expenses (together, "Attorneys' Fees and Costs"), pursuant to California Labor Code section 2699(g)(1).

The Settlement Agreement and moving and supporting papers for this motion are being concurrently submitted to the California Labor and Workforce Development Agency in conformity with California Labor Code section 2699(l)(2).

This motion is made pursuant to California Labor Code section 2699(l)(2), which provides for review and approval by the Court of the settlement of a civil action filed pursuant to PAGA, and Rule 3.1113(e) of the California Rules of Court, which permits the Court to extend the page limit for memoranda.

This motion will be based upon the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Plaintiff's Counsel (Charles T. Sweeny and Brian J. St. John) and Plaintiff Reina Casas in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: July 8, 2026 **SWEENY LAW, PC**

By: ______________________

Charles T. Sweeny
Attorneys for Plaintiff

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Reina Casas seeks approval of a $150,000 Private Attorneys General Act Settlement on behalf of all current and former non-exempt employees who were employed by The Russell Fischer Partnership, LP at any time between October 4, 2022 through January 17, 2026 (the "PAGA Period").[1]

Under the terms of the settlement, Defendant does not oppose Plaintiff's Counsel's application for a reasonable award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, actual and reasonable out-of-pocket litigation costs and expenses, which are $15,373.79 to date, administration expenses of $7,000, and an Enhancement Award to Plaintiff of $5,000.00, subject to approval and award by the Court.[2]

Assuming the Court approves the deductions from the Gross Settlement Amount, there will be an estimated Net Settlement Amount of $70,126.21, seventy-five percent (75%) of which – *$52,594.66* – will be distributed to the LWDA (the "LWDA Payment"), and twenty-five percent (25%) of which – *$17,531.55* – will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay Periods (i.e., Employees' Portion), as reflected in the table below:

Gross Settlement Amount ("GSA")	**$150,000.00**
Attorneys' Fees (35% of GSA)	$52,500.00
Litigation Costs and Expenses	$15,373.79
Settlement Administration Costs	$7,000.00
Enhancement Award	$5,000.00
Net Settlement Amount ("NSA")	**$70,126.21**
LWDA Payment (75% of NSA)	$52,594.66
Employees' Portion (25% of NSA)	$17,531.55

The Settlement will release claims for penalties under PAGA for approximately 235 Aggrieved Employees who Defendants have materially represented worked approximately 7,000 Compensable Pay Periods during the PAGA Period. Based on the time and pay records for Aggrieved Employees'

[1] The Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") is attached as "**EXHIBIT 1**" to the Declaration of Charles T. Sweeny ("Sweeny Decl.").
[2] Settlement Agreement, § 3(a)(1).

informally produced by Defendant before mediation, it is estimated that the highest payment to any individual Aggrieved Employee will be around $157.78, the average payment will be around $80.14, and the lowest payment will be around $2.50.[3]

The Settlement is fair and reasonable. It was negotiated at arm's length by experienced counsel through an experienced mediator, following a robust, pre-mediation exchange of data and documents and formal discovery. The Settlement meets the requirements for approval under the relevant fairness factors, the strength of the PAGA claim, the risk, expense, and complexity of further litigation, the benefit conferred by the Settlement, the scope of the release of claims, and the experience and views of counsel.

Plaintiff respectfully asks the Court to grant this motion, approve the Settlement, and enter judgment.

II. FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY

The Russell Fischer Partnership, LP is a car wash and detailing company, headquartered in Huntington Beach, California, which has been in operation for over 35 years.[4] During the relevant period, Defendant operated at least four locations in California.[5] Plaintiff Reina Casas is one of Defendant's former employees.[6]

Prior to commencing this lawsuit, on October 4, 2023, Plaintiff provided the LWDA and Defendant with written notice of her intent to assert a claim for civil penalties under PAGA and the basis for the claim. ("PAGA Notice").[7] On December 11, 2023, Plaintiff filed a Complaint for Enforcement Under PAGA ("Operative Complaint") against Defendant in this court under Case No. 30-2023-01366717-CU-OE-CXC (the "Action"). Her core allegation is that Defendant violated the California Labor Code by engaging in a uniform practice and procedure of failing to pay its nonexempt workforce their overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing

[3] Sweeny Decl., ¶ 7.
[4] Sweeny Decl., ¶ 7.
[5] Sweeny Decl., ¶ 7.
[6] Sweeny Decl., ¶ 7.
[7] Sweeny Decl., ¶ 8.

to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.[8]

On February 23, 2024, Defendant filed an Answer to the Operative Complaint, asserting that it has always maintained legally compliant employment policies and practices.[9] Defendant continues to deny that it violated the California Labor Code.[10]

On January 31, 2024, Plaintiff propounded multiple sets of written discovery requests on Defendant, including Requests for Production of Documents (Set One), Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of Defendant's persons most knowledgeable ("PMK") regarding Defendant's job descriptions, document retention practices, organizational structure, and wage and hour practices (along with requests for production of documents).[11]

Similarly, on January 29, 2024, and later on July 17, 2025, Defendant propounded written discovery on Plaintiff.[12] On March 5, 2024, Defendant noticed Plaintiff's deposition and thereafter insisted that Plaintiff's deposition should be completed before any PMK witness was deposed.[13] Plaintiff sat for her deposition on November 4, 2024.[14]

During litigation and discovery, Defendant strongly believed that the scope of this PAGA Action should be limited on standing grounds, including a geographic limitation to just its Huntington Harbor car wash where Plaintiff worked, and a temporal limitation to just the dates of Plaintiff's employment, or, at most, the first date of Plaintiff's employment through the present.[15] Plaintiff strongly disagreed, and various discovery motions were litigated when that disagreement became intractable.[16]

On September 19, 2024, Plaintiff filed motions asking the Court to compel Defendant to provide further responses to several written discovery sets (the "Discovery Motions").[17] After full

---

[8] Sweeny Decl., ¶ 8.
[9] Sweeny Decl., ¶ 9.
[10] Sweeny Decl., ¶ 9.
[11] Sweeny Decl., ¶ 10.
[12] Sweeny Decl., ¶ 11.
[13] Sweeny Decl., ¶ 11.
[14] Sweeny Decl., ¶ 11.
[15] Sweeny Decl., ¶ 12.
[16] Sweeny Decl., ¶ 12.
[17] Sweeny Decl., ¶ 13.

briefing, on March 6, 2025, the Court held a hearing on the Discovery Motions.[18] After taking the Discovery Motions under submission, the Court subsequently issued an order later in the day on March 6, 2025, granting in part and denying in part the Discovery Motions (the "3/6 Order").[19] The 3/6 Order compelled Defendant to provide code compliant, verified responses and responsive documents to Plaintiff's written discovery requests by March 17, 2025.[20] During that time, the Parties met and conferred and agreed to schedule mediation to potentially resolve the action in its entirety.[21]

On June 26, 2025, the Parties participated in a full-day mediation conducted by Doug Leach, Esq. a well-respected mediator experienced in mediating complex labor and employment matters.[22] The Action did not settle at mediation, but with the aid of the mediator and extensive, post-mediation settlement discussions, the Parties tentatively reached the Settlement described herein through a Memorandum of Understanding ("MOU") that was signed by Plaintiff on February 26, 2026 and countersigned on behalf of Defendant – and thus fully executed – on March 25, 2026.[23]

Following full execution of the MOU, the Parties exchanged several drafts of a long-form settlement agreement, after extensive negotiations focused on a key provision of the long-form agreement, which Plaintiff believed was necessary to comply with this Court's requirements for settlement approval as indicated in several tentative rulings in separate matters, on June 26, 2026, the Parties finally reached the agreement that is set forth herein, which Plaintiff signed the same day, and which was fully executed on July 1, 2026.[24]

Plaintiff now moves for an order granting approval of the Settlement. The Settlement Agreement and moving and supporting papers for this motion are being submitted to the LWDA, concurrently with this filing.[25]

III. SUMMARY OF THE SETTLEMENT TERMS

A. Aggrieved Employees

The Settlement covers the following individuals: ***All current and former hourly-paid or non-***

[18] Sweeny Decl., ¶ 13.
[19] Sweeny Decl., ¶ 13.
[20] Sweeny Decl., ¶ 13.
[21] Sweeny Decl., ¶ 13.
[22] Sweeny Decl., ¶ 14.
[23] Sweeny Decl., ¶ 14.
[24] Sweeny Decl., ¶ 15.
[25] The Court is referred to the concurrently-filed Proof of Service, which confirms submission of the papers to the LWDA.

exempt employees of Defendant in California employed at any time during the PAGA Period.[26] The PAGA Period is October 4, 2022 through January 17, 2026.[27] Based on information exchanged pre-mediation, there are approximately 235 Aggrieved Employees, and Defendant has materially represented that the Aggrieved Employees worked approximately 7,000 Compensable Pay Periods during the PAGA Period.[28]

B. The Gross Settlement Amount and Funding Thereof

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of $150,000.00[29] within thirty (30) calendar days of the Court's order granting approval of the Settlement.[30]

C. The Net Settlement Amount and Distribution Thereof

The Net Settlement Amount will be the Gross Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs consisting of attorneys' fees of $52,500.00 and reimbursement of all reasonable litigation costs and expenses estimated to be $15,373.79 to Plaintiff's Counsel; (2) Enhancement Award of $5,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to $7,000.00 to Phoenix Class Action Administration Solutions ("Phoenix" or "PAGA Settlement Administrator").[31]

The Net Settlement Amount, which is currently estimated to be $70,126.21, will be fully distributed to the Aggrieved Employees and the LWDA.

Seventy-five percent (75%) of the Net Settlement Amount (or approximately $52,594.66) will be distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount (or approximately $17,531.55) (i.e., Employees' Portion) will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay Periods.[32] The payments to Aggrieved Employees for their Individual Settlement Share are considered 100% penalties to be reported on IRS Form 1099, if required.[33]

---

[26] Settlement Agreement, § 3(a)(5).
[27] Settlement Agreement, § 3(a)(5).
[28] Settlement Agreement, § 3(a)(5), and Sweeny Decl., ¶ 17.
[29] Settlement Agreement, § 3(a), and Sweeny Decl., ¶ 19.
[30] Settlement Agreement, §§ 5(a) & 7(a).
[31] Settlement Agreement, §§ 3(a)(1)-(4).
[32] Settlement Agreement, § 3(a)(5).
[33] Settlement Agreement, §§ 3(a)(6) & 7(b)(1).

The Individual Settlement Share checks issued to Aggrieved Employees will remain valid for 180 calendar days, and thereafter, will be canceled.[34] Funds associated with canceled checks will be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).[35]

D. <u>The "Released Claims"</u>

Upon the full funding of the Gross Settlement Amount (provided the Court has entered an order approving the Settlement Agreement), Plaintiff and the Aggrieved Employees will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the fullest extent permitted by law, of and from the Action and Released Claims.

> The "Released Claims" are any and all claims for PAGA civil penalties that were pled (or could have been pled based on the factual allegations pled) in the PAGA notice, including and not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 28022.[36]
>
> The "Released Parties" are Defendant and its officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.[37]

E. <u>No Right to Object to, or Opt Out of, the Settlement</u>

The Settlement is consistent with the law, and there is no requirement that the Aggrieved Employees be provided with a mechanism to opt out of or object to the Settlement.[38]

IV. <u>THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED</u>

The Settlement resulted from hard-fought negotiations, fulfills the objectives of the PAGA statute, is fair, adequate, and reasonable, and meets all the criteria for approval for the reasons discussed below.

---

[34] Settlement Agreement, § 7(c)(4).
[35] Settlement Agreement, § 7(c)(4).
[36] Settlement Agreement, § 8(a).
[37] Settlement Agreement, § 8(a).
[38] Settlement Agreement, § 8(c).

A. A Presumption of Fairness Applies to this Settlement

The Settlement is presumptively fair because: (1) it is the product of adversarial non-collusive, and arm's-length negotiations with the assistance of an independent mediator knowledgeable in complex labor and employment matters; (2) it was negotiated by counsel with significant experience in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claim, and risks and expenses of litigating this claim through trial. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245).

In the course of litigation and after engaging in significant investigations, formal and informal discovery, and the exchange of information, data and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the lawsuit.[39] These efforts included participating in a formal mediation conducted by Doug Leach, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.[40] In the course of mediation and settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theories, meal and rest periods, arbitration agreements/clauses, regular rate of pay, rounding, non-payment of premiums, unreimbursed business expenses, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things.[41] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[42]

Based on all of the information available to the Parties, this matter is well-suited for settlement given the strengths and weaknesses of the PAGA claim.[43] Plaintiff and Plaintiff's Counsel believe that the settlement is a fair, adequate, and reasonable resolution of this matter.[44] Plaintiff's Counsel have extensive experience handling representative and class action wage-and-hour litigation and used that experience to achieve a settlement recovery for Plaintiff, the State of California, and the Aggrieved

---

[39] Declaration of Brian St. John ["St. John Decl"], ¶¶ 12-14; Sweeny Decl., ¶¶ 21-25.
[40] *Ibid.*
[41] *Ibid.*
[42] *Ibid.*
[43] St. John Decl, ¶¶ 12-14; Sweeny Decl., ¶¶ 21-25.
[44] [44]St. John Decl, ¶ 22; Sweeny Decl., ¶ 33.

Employees.[45] Therefore, the Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the settlement is a product of arm's length bargaining. (*Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 [opinion of experienced counsel is entitled to considerable weight]).

B. <u>The Settlement Avoids Risky, Complex, and Lengthy Further Litigation</u>

Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations.[46] The Parties exchanged extensive information, documents, and data relevant to Plaintiff's claims and Defendant's defenses thereto, including, and not limited to, Plaintiff's employment records, a full set of time and pay data for PAGA Members, Defendant's Earnings Codes, Wage Statements, and other Employment Policies and Acknowledgment, including an at-will employment, meal period waiver agreements, various meal and rest period policy acknowledgments, procedures regulating timekeeping protocols, stand-alone meal period and rest period policy documents, sales and service advisor commission documents and agreements, and Defendant's operations and employment practices, policies, and procedures, among other documents.[47] Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim and related allegations, including calculating the potential monetary recovery under PAGA.[48] Other work performed by Plaintiff's Counsel included: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to Plaintiff's discovery motions, opposing Defendant's discovery motion, and Plaintiff's settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees and reviewing Defendant's objections and responses thereto; preparing for and attending Plaintiff's deposition; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and

---

[45] St. John Decl, ¶¶ 2-8; Sweeny Decl., ¶¶ 2-6.
[46] St. John Decl, ¶¶ 12-14; Sweeny Decl., ¶¶ 21-25
[47] *Ibid.*
[48] *Ibid.*

appearing for court proceedings.[49]

Had the case not settled, the Parties would have conducted extensive additional formal discovery, including multiple depositions of party and percipient witnesses, to prepare the case for trial. Even if Defendant failed on its defenses, litigating a complex PAGA action is inherently expensive, and the litigation could continue beyond entry of judgment if either party were to appeal adverse rulings.[50] Additionally, there is a real possibility that Plaintiff could recover nothing, either for herself or on behalf of other Aggrieved Employees after years of costly and labor-intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, favors settlement.

C. **The Settlement Is Fair, Adequate, and Reasonable**

The Settlement provides significant benefits to the State of California and the Aggrieved Employees and falls well-within the range of acceptable settlements under the circumstances. Under the Agreement, Defendant has agreed to pay a Gross Settlement Amount of $150,000.00.[51] The Net Settlement Amount is currently estimated to be $70,126.21, of which an estimated $17,531.55 is to be distributed to Aggrieved Employees and $52,594.66 is to be distributed to the LWDA. Based on the data provided by Defendant in advance of mediation, Plaintiff's Counsel estimates the highest payment to be $157.78, the average payment to be $80.14, and the lowest payment to be $2.50.[52]

The Settlement is a compromise of highly disputed claims. Plaintiff and her counsel recognize the expense and length of continued proceedings necessary to pursue the matter through trial and any possible appeals. Plaintiff and her counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation,[53] and are also aware of the burdens of proof necessary to establish liability, and the difficulties in establishing Defendant's liability for, the right to recover penalties (in addition to the Court's ability to greatly reduce the penalties and not allow stacking).[54] Plaintiff and her counsel have also taken into account Defendant's agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and

---

[49] St. John Decl, ¶¶ 12-14; Sweeny Decl., ¶¶ 21-25.
[50] *Ibid.*
[51] Settlement Agreement, §§ 3(a) & 3(a)(1)-(5).
[52] Sweeny Decl., ¶ 19.
[53] St. John Decl, ¶¶ 12-14; Sweeny Decl., ¶¶ 21-25.

the State of California.

While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic values of each theory of liability under PAGA. As outlined in Paragraph 24 of the Declaration of Charles T. Sweeny, Plaintiff's Counsel performed an extensive analysis of each and every theory of PAGA liability pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, prior to entering into the Settlement.[55]

Considering all of the facts in this case, Plaintiff and her counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the Aggrieved Employees and the State of California.

D. <u>Plaintiff's Counsel's Views and Experience Favor Settlement Approval</u>

Plaintiff's Counsel are highly experienced in complex representative and class action wage-and-hour litigation.[56] In the view of Plaintiff's Counsel, the benefits conferred by the settlement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement.

V. <u>THE REQUESTED ATTORNEYS' FEES AWARD SHOULD BE APPROVED</u>

Plaintiff is entitled to recover attorneys' fees and costs. The Settlement provides for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount, subject to approval and award by the Court.

A. <u>A Fee Award of a Percentage of the Entire Fund is Appropriate</u>

The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49). Plaintiff's Counsel's application for attorneys' fees in light of the

[55] Sweeny Decl., ¶¶ 24.
[56] Sweeny Decl., ¶¶ 2-6; St. John Decl., ¶¶ 2-8.

facts and circumstances surrounding the case is well-within the range of reasonableness. Historically, courts have awarded fees as high as fifty percent (50%) of the settlement in complex actions, depending on the circumstances of the case. (*In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards "average[ing] around one-third of the recovery." (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 [lower court found the range of contingency fees in marketplace to be 20 to 40 percent and determined such a percentage fee was appropriate]).

Plaintiff's Counsel have litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind. Counsel for the Parties invested significant time into this case. Plaintiff's Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Plaintiff's Counsel used their experience to obtain a significant settlement recovery for Plaintiff and the Aggrieved Employees. Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees are reasonable and should be awarded.

B. <u>The Requested Fee Award is Reasonable</u>

Courts consider several factors to determine if fee awards are reasonable, including: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) the time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation, and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. (*Camden I Condominium Ass'n, Inc. v. Dunkel* (11th Cir. 1991) 946 F. 2d 768, 772).

Before addressing the most relevant factors to this Court's fee determination, the Court should note that the percentage award significantly less than an award that would be commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Plaintiff's Counsel's representation and the risks taken in commencing the case, the results that Plaintiff's Counsel have achieved, and the value of the settlement that Plaintiff's Counsel have obtained. Thus, attorneys' fees 35% of the Gross Settlement Amount are reasonable.

1. Time and Labor

Plaintiff's Counsel have used their experience and skills in litigating complex wage-and-hour actions to bring this matter to a successful conclusion. Plaintiff's Counsel dedicated the full extent of staffing and monetary resources necessary to prosecute the case with maximum efficiency and have fully and actively participated in the litigation process. The Attorney Task and Time Charts, attached as "**EXHIBIT 1**" to the accompanying Declaration of Brian J. St. John and as "**EXHIBIT 3**" to the accompanying Declaration of Charles T. Sweeny, sets forth in detail the hours that Plaintiff's Counsel have spent performing tasks in this matter. Plaintiff's Counsel have spent a collective **255.30 hours** to obtain a recovery on behalf of Plaintiff, the Aggrieved Employees, and the State of California. In light of the value of time expended and the carrying of costs involved in this litigation, the requested attorneys' fees award is fair, adequate, and reasonable.

2. The Value of the Settlement

The Settlement provides a significant benefit of $150,000.00 to the State of California and also provides relief to the Aggrieved Employees that is genuine and meaningful, and consistent with the underlying purpose of the PAGA, which is proportionate to the violations alleged by Plaintiff against Defendant. Moreover, the amount of $150,000.00 is significant enough to deter Defendant from future violations.

3. Whether the Fee Is Fixed or Contingent

The representation provided by Plaintiff's Counsel have been wholly contingent and Plaintiff's Counsel took on this matter without knowing whether any recovery would be obtained. Plaintiff's Counsel have invested 255.30 hours of time to obtain relief on behalf of Plaintiff, the Aggrieved Employees, and the State of California and spent $15,373.79 in costs.[57] In this case,

[57] *Id*., ¶ 23 and Exh. 3.

Plaintiff's Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[58]

4. The Reputation and Ability of the Attorneys

Plaintiff's Counsel are recognized class action and complex litigation law firms, and their attorneys employed their knowledge, skill, and experience to bring the case to a successful conclusion. Plaintiff's Counsel have years of wage-and-hour class action and complex litigation experience, have recovered millions of dollars on behalf of thousands of individuals in California, and have successfully handled numerous significant wage-and-hour class action and representative action cases.[59]

5. Unique Circumstances Exist for a 35% Attorneys' Fee Award

This case involved unique circumstances that further warrant the requested fees. As stated above and unlike most representative actions, the Parties were engaged in extensive formal and discovery efforts and complex negotiations since 2023. This case involved hotly contested motions until the Parties elected to negotiate their competing positions about complex law through an expert mediator in the interests of saving litigation costs in light of the concomitant risks thereof. In addition, had Plaintiff prevailed on any of the multiple claims that were alleged, Plaintiff's counsel could have applied for a separate fee award, and, to date, Plaintiff's counsel's base lodestar far exceeds the amount of fees that are being sought through this settlement. Plaintiff and her counsel have determined that it is in the best interests of the State of California and the Aggrieved Employees to resolve this action instead of pursing the matter solely to obtain prevailing party fees commensurate with the time worked on this case. Accordingly, Plaintiff respectfully requests the warranted 35% in attorneys' fees.

C. <u>The Requested Attorneys' Fees are Also Reasonable Under a Lodestar Crosscheck</u>

To measure reasonableness, the Court may cross-check the percentage of recovery against Plaintiff's Counsel's lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506). As set forth above in Section V.B.1, *supra*, Class Counsel have spent a total of **255.30 hours** on this matter, with detailed tasks itemized in the charts attached to the Declarations of Charles T. Sweeny and Brian

[58] *Id*., ¶ 23.
[59] St. John Decl., ¶¶ 3-5.

J. St. John. Considering the facts and circumstances of this case, as well as the results Plaintiff's Counsel have achieved, Plaintiff's Counsel have spent a reasonable number of hours on this matter.

Ultimately, Plaintiff's Counsel were successful in reaching a Settlement of $150,000.00. As set forth in the Declaration of Brian J. St. John, the professional backgrounds and experience of Lawyers *for* Justice, PC support the hourly rates for the various attorneys at Lawyers *for* Justice, PC who worked on this case.[60] Similarly, the Declaration of Charles T. Sweeny supports a reasonable hourly rate of compensation of at least $850 per hour for services provided by Sweeny Law, PC.[61] While the circumstance of every case is unique, the fact remains that the work performed and efforts undertaken by Plaintiff's Counsel in this matter justify the requested attorneys' fees award.

The lodestar method strongly supports the reasonableness of the requested attorneys' fees award. Applying the rates outlined in the table at Paragraph 18 of the St. John Declaration to the 157.60 hours worked by Lawyers *for* Justice, PC, and applying the rate of $850 per hour to the 97.7 hours worked by Sweeny Law, PC, would place a base lodestar value of $197,717.50 on the services provided by Plaintiff's Counsel. However, Plaintiff's Counsel only seeks an attorneys' fee award of $52,500 (equal to 35% of the Gross Settlement Amount based on the Settlement Agreement).

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. In fact, here an award of $52,500.00 represents only a small fraction, roughly a quarter (also known as a "negative multiplier"), of Plaintiff's counsel's total base lodestar of $197,717.50.

Accordingly, Plaintiff respectfully requests that the Court approve and grant an attorneys' fees award in the amount of $52,500.00 to Plaintiff's Counsel, which is reasonable and justified on a percentage-basis, and is also justified by a lodestar cross-check.

VI. <u>PLAINTIFF'S COUNSEL'S COSTS SHOULD BE APPROVED</u>

The Settlement provides for reimbursement of all reasonable litigation costs and expenses. As set forth in the Declarations of Charles T. Sweeny and Brian J. St. John, Plaintiff's Counsel seek reimbursement of $15,373.79, in litigation costs and expenses. These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. Accordingly, Plaintiff

[60] St. John Decl., ¶¶ 4-8 and 18.
[61] Sweeny Decl., ¶¶ 2-6, and 28.

respectfully requests reimbursement of litigation costs and expenses to Plaintiff's Counsel in the amount of $15,373.79.

VII. THE PROPOSED COVER LETTER SHOULD BE APPROVED

Although not required by PAGA, the Parties prepared, and now present for the Court's consideration and approval, the Cover Letter for transmission to the Aggrieved Employees along with their Individual Settlement Share checks (together, "PAGA Settlement Package(s)"), substantially in the form attached as "**EXHIBIT A"** to the [Proposed] Order and Judgment and as "EXHIBIT A" to the Settlement Agreement. The Cover Letter informs the Aggrieved Employees about the Action and the Settlement. Accordingly, Plaintiff respectfully requests that the Court approve the Cover Letter for transmission to the Aggrieved Employees at the time of disbursing their Individual Settlement Shares.

VIII. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED

The Parties have agreed to retain Phoenix Class Action Administration Solutions to handle the administration of the Settlement. The fees and expenses of the PAGA Settlement Administrator are estimated not to exceed $7,000.00.[62] These costs include, but are not limited to, expenses for preparing, translating (certified translation), printing, and mailing the Cover Letter and Individual Settlement Shares checks to the Aggrieved Employees (i.e., PAGA Settlement Packages); performing skip-trace searches; re-mailing the returned PAGA Settlement Packages; and handling inquiries from Aggrieved Employees regarding the Settlement, among other things.[63] Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of up to $7,000.00 to Phoenix Class Action Administration Solutions for handling the settlement process.

IX. THE PROPOSED ENHANCEMENT AWARD SHOULD BE APPROVED

The Settlement provides for an Enhancement Award to Plaintiff in the amount of $5,000.00 to compensate her for her work done on behalf of the Aggrieved Employees and to make up for financial and/or reputational risk undertaken in bringing the action.[64] Plaintiff contributed considerable time and effort to the litigation of this case by discussing her employment with her

---

[62] Sweeny Decl., ¶¶ 30-31.
[63] *Ibid.*
[64] Settlement Agreement, §§ 3(a)(2).

counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations.[65] For example, Plaintiff spent time reviewing propounded discovery requests and providing information and documents in response thereto.[66] Plaintiff also prepared and sat for deposition.[67] Accordingly, it is reasonable and just for Plaintiff to receive an Enhancement Award in the amount of $5,000.00, in addition to the Individual Settlement Shares she will receive as an Aggrieved Employee, which is estimated to be approximately $5.01, especially because she has not enter into any other agreements with Defendant.[68]

X. <u>CONCLUSION</u>

For these reasons, Plaintiff respectfully requests that the Court grant this motion in its entirety. Before settling, during negotiations over the settlement documents, and while preparing this motion, Plaintiff spent considerable time cross referencing this Court's tentative rulings and checklists. Plaintiff believes that this Settlement and these moving papers meet all of the Court's requirements, and therefore this motion should be granted.

Dated: July 8, 2026

SWEENY LAW, PC

By: ______________________________

Charles T. Sweeny
Counsel for Plaintiff Reina Casas

---

[65] Sweeny Decl., ¶ 32; Declaration of Reina Casas ("Casas Decl."), *generally*.
[66] *Ibid.*
[67] *Ibid.*
[68] *Ibid.*