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

JONATHAN BARCENAS, individually, and  
on behalf of aggrieved employees pursuant to  
the Private Attorneys General Act (“PAGA”);  
  
Plaintiff,

v.

THE GARMON CORPORATION, a  
California stock corporation; and DOES 1  
through 100, inclusive;  
  
Defendants.

Case No.: CVRI2306594

Assigned for All Purposes to:  
Honorable Harold W. Hopp  
Department 1

**NOTICE OF MOTION AND MOTION  
FOR APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT OF 2004  
(LABOR CODE § 2698, ET SEQ.)  
SETTLEMENT AGREEMENT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT  
THEREOF**

**[Reservation ID: 177300402428]**

[Declaration of Counsel (Douglas Han);  
Declaration of Plaintiff (Jonathan Barcenas);  
Declaration of Jodey Lawrence; Compliance  
Chart; Compliance Chart; and [Proposed]  
Order and Judgment filed concurrently  
herewith]

Hearing Date: June 9, 2025  
Hearing Time: 8:30 a.m.  
Hearing Place: Department 1

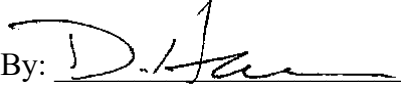
Complaint Filed: December 7, 2023  
Trial Date: None Set

1       **PLEASE TAKE NOTICE** that on June 9, 2025 at 8:30 a.m., or as soon as thereafter as  
2 the matter may be heard, before the Honorable Harold W. Hopp in Department 1 of the Riverside  
3 County Superior Court located at 4050 Main Street, Riverside, California 92501, Plaintiff  
4 Jonathan Barcenas (“Plaintiff”) will and does move for entry of an order and judgment approving  
5 the PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”),  
6 attached as **Exhibit 2** to the Declaration of Douglas Han pursuant to Labor Code section 2699(l).

7       This motion is based upon this Notice and the accompanying Memorandum of Points and  
8 Authorities, Settlement Agreement, Declarations of PAGA Counsel (Douglas Han), Plaintiff  
9 (Jonathan Barcenas), and Settlement Administrator (Jodey Lawrence), complete pleadings,  
10 records and files, and such other further oral and documentary evidence which may be submitted  
11 at or before the hearing.

12  
13 Dated: April 29, 2025

**JUSTICE LAW CORPORATION**

14 By:   
15 Douglas Han  
16 *Attorneys for Plaintiff*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Pursuant to Labor Code section 2699(l)(2), Plaintiff seeks approval of the Settlement  
4 Agreement entered between Plaintiff and Defendant The Garmon Corporation (“Defendant”).  
5 Plaintiff entered the Agreement on behalf of himself and all current and former non-exempt or  
6 hourly-paid employees of Defendant within the State of California at any time during the period  
7 from October 2, 2022, through March 16, 2025 (“Aggrieved Employees” and “PAGA Period”).

8 Plaintiff submits that the Agreement is fair, adequate, and reasonable, and meets  
9 requirements for Court approval. Plaintiff requests that this Court approve the Agreement.

10 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

11 On October 2, 2023, Plaintiff provided written notice to the California Labor and  
12 Workforce Development Agency (“LWDA”) and Defendant. On December 7, 2023, Plaintiff filed  
13 a representative Private Attorneys General Act of 2004 (“PAGA”) action in the Superior Court of  
14 California, County of Riverside.<sup>1</sup>

15 After engaging in discovery, investigations, and negotiations, on January 8, 2025, the  
16 Parties remotely attended in mediation that ultimately resulted in the settlement of this matter.<sup>2</sup>

17 **III. SUMMARY OF THE SETTLEMENT TERMS**

18 **A. Allocation of the Gross Settlement Amount**

19 The Settlement provides that Defendant will pay a Gross Settlement Amount of \$289,500.  
20 The PAGA Penalties Fund will be the Gross Settlement Amount less the following: (1) Attorney  
21 Fee Amount of \$101,325; (2) Cost Amount of \$22,113.63; (3) Enhancement Payment of \$10,000;  
22 and (4) Administration Costs of \$5,000.<sup>3</sup>

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25 <sup>1</sup> (Declaration of Douglas Han In Support of Motion for Approval of Private Attorneys  
26 General Act of 2004 (Labor Code § 2698, *et seq.*) Settlement Agreement (“Han Decl.”), ¶ 10.)

27 <sup>2</sup> (*Id.* at ¶ 15.)

28 <sup>3</sup> (See PAGA Settlement Agreement (“Settlement Agreement”) attached as Exhibit 2 to the  
Declaration of Douglas Han filed concurrently herewith, §§ I(14), III(1), III(2).)

1 The PAGA Penalties Fund is estimated to be \$151,061.37. Seventy-five percent (75%) of  
2 the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA PAGA Payment  
3 pursuant to Labor Code section 2699(i). The remaining twenty-five percent (25%) of the PAGA  
4 Penalties Fund will be distributed to the Aggrieved Employees as Individual PAGA Payments  
5 using the formula set forth in the Agreement.<sup>4</sup>

6 **B. Distribution of the PAGA Penalties Fund**

7 The Gross Settlement Amount will be funded and disbursed pursuant to the timeline set  
8 forth in the Settlement Agreement. Uncashed settlement checks will be distributed to the State  
9 Controller's Office Unclaimed Property Division.<sup>5</sup>

10 **C. The Scope of the Release in the Settlement Agreement**

11 Effective on the date when Defendant funds the entire Gross Settlement Amount, Plaintiff,  
12 individually and in his capacity as private attorneys general proxy or agent of the State of  
13 California, and State of California fully and finally release and discharge the Released Parties  
14 from all claims under PAGA. This release includes all claims described in the PAGA Notice and  
15 only to the extent that these claims were alleged in the Operative Complaint.<sup>6</sup> (*Arias v. Sup. Ct.*  
16 (2009) 46 Cal.4th 969, 980, 986 [a plaintiff suing under PAGA "does so as the proxy or agent of  
17 the state's labor law enforcement agencies," and, as such, "represents the same legal right and  
18 interest as state labor law enforcement agencies ... ."].) A judgment in a PAGA action "binds not  
19 only that [plaintiff] employee but also the state labor law enforcement agencies." (*Ibid.*)  
20 Furthermore, "[b]ecause an aggrieved employee's action under [PAGA] functions as a substitute  
21 for an action brought by the government itself, a judgment in that action binds all those, including  
22 nonparty aggrieved employees, who would be bound by a judgment in an action brought by the  
23 government." (*Ibid.*) "Accordingly, with respect to the recovery of civil penalties, nonparty  
24 employees as well as the government are bound by the judgment in an action brought under  
25 [PAGA] ... ." (*Ibid.*)

26 \_\_\_\_\_  
27 <sup>4</sup> (Settlement Agreement, *supra*, at § III(2)(d).)

28 <sup>5</sup> (*Id.* at §§ IV(3), IV(4)(a), IV(4)(c).)

<sup>6</sup> (*Id.* at § V(2).)

1           **D.     No Right to Object to or Opt Out of the Settlement**

2           “[A] PAGA action is a statutory action for penalties brought as a proxy for the state, rather  
3 than a procedure for resolving the claims of other employees, there is no need to protect absent  
4 employees’ due process rights[.]” (*Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 546.) “Unnamed  
5 employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out  
6 of the representative PAGA claim.” (*Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr.  
7 2, 2010), 2010 WL 3570777, at \*5.) “PAGA does not make other potentially aggrieved  
8 employees parties” and no “due process concerns arise under PAGA because absent employees  
9 do not own a personal claim for PAGA civil penalties and whatever personal claims the absent  
10 employees might have for relief are not at stake.” (*Williams*, at pp. 546-547 (internal references  
11 omitted, citing *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.* (2009) 46th  
12 Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles, LLC*, (2014) 58 Cal.4th 348, 381.))

13           “[A]bsent fellow employees will be bound by the outcome of any PAGA action[.]”  
14 (*Williams v. Sup. Ct., supra*, 3 Cal.5th at p. 548 (internal references omitted, citing *Arias v. Sup.*  
15 *Ct., supra*, at pp. 980-981; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1074; *Richmond v.*  
16 *Dart Indus., Inc.* (1981) 29 Cal, 3d 462, 474.)

17           Consistent with this law, the Settlement does not have a procedure for Aggrieved  
18 Employees to opt out or otherwise exclude themselves from the Settlement.

19           **IV.   STANDARD FOR APPROVAL OF A PAGA SETTLEMENT**

20           The PAGA allows an “aggrieved employee” to bring a civil action on behalf of himself,  
21 other aggrieved employees, and the state to recover civil penalties with respect to provisions of  
22 the Labor Code that do not provide for civil penalties, including civil penalties that only the  
23 LWDA can assess upon and collect. (Lab. Code § 2699(a).) Before bringing a civil action under  
24 PAGA, an employee must comply with Labor Code section 2699.3. (*Ibid.*) Although PAGA  
25 penalties must be awarded by a court if a violation is found, a court “may award a lesser amount  
26 than the maximum civil penalty amount specified by this part if ... to do otherwise would result  
27 in an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Id.* § 2699(e)(2).)

28       ///

1           The settlement of a PAGA claim requires court approval. (Lab. Code § 2699(l)(2) (“The  
2 superior court shall review and approve any settlement of any civil action pursuant to this part.”).)  
3 However, “[a] PAGA claim asserted on a non-class representative basis . . . is not considered a  
4 class action but a law enforcement action” and does not have to meet the requirements of a class  
5 action. (*Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at \*3;  
6 *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at \*11; *Arias*  
7 *v. Sup. Ct., supra*, 46 Cal.4th at pp. 980-88 (affirming lower court’s holding that “plaintiff need  
8 not satisfy class action requirements” to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D.  
9 Cal. Jan. 28, 2013) 2013 WL 1490667, at \*15.) A court’s review of a PAGA settlement involves  
10 analysis of several unique features that render the approval process distinct from approval of a  
11 class action settlement. A court reviewing a PAGA settlement need only “ensur[e] that a  
12 negotiated resolution is fair to those affected.” (*Williams v. Sup. Ct., supra*, 3 Cal.5th at p. 549  
13 (citing Lab. Code § 2699(l)(2)).) The Court of Appeal has held that “a trial court should evaluate  
14 a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s  
15 purposes to remediate present labor law violations, deter future ones, and to maximize  
16 enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

17           The court’s focus is not the amount which “aggrieved employees” are to receive but  
18 whether the total settlement amount achieves PAGA’s objectives. PAGA’s purpose “to  
19 incentivize private parties to recover civil penalties for the government that otherwise may not  
20 have been assessed and collected by overburdened state enforcement agencies.” (*Ochoa-*  
21 *Hernandez, supra*, 2010 WL 3570777, at \*4 (citing *Arias v. Sup. Ct., supra*, 46 Cal.4th at p. 986).)  
22 Penalties recovered under the PAGA are, in part, to “be distributed to the [LWDA] for  
23 enforcement of labor laws . . . and for education of employers and employees about their rights  
24 and responsibilities under this code, to be continuously appropriated to supplement and not  
25 supplant the funding to the agency for those purposes.” (Lab. Code § 2699(j).) The recovery of  
26 penalties on behalf of the state is essentially a law enforcement action. (*Amalgamated Transit*  
27 *Union, Local 1756, AFL-CIO v. Sup. Ct., supra*, 46 Cal.4th at p. 1003 (stating the PAGA is  
28 mechanism for “an aggrieved employee to recover civil penalties – for Labor Code violations –

1 that otherwise would be sought by state labor law enforcement agencies”); see also *Iskanian v.*  
2 *CLS Trans. Los Angeles, LLC, supra*, 58 Cal.4th at p. 381.)

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

4 **A. The Factors Giving Rise to a Presumption of Fairness Exist.**

5 A settlement agreement that is “the product of extensive and hard-fought adversarial  
6 negotiations between the parties” is entitled a presumption of fairness. (*Wershba v. Apple*  
7 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

8 The Court should give considerable weight to the competency, experience, and opinion  
9 of counsel and involvement of a neutral mediator in assuring that the Settlement is a product of  
10 hard-fought negotiations entered into without collusion. (*Kirkorian v. Borelli* (N.D. Cal. 1988)  
11 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight); *Boyd*  
12 *v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations of plaintiffs’  
13 counsel should be given a presumption of reasonableness); see also *Satchell v. Fed. Express Corp.*  
14 (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at \*4 (stating the “assistance of an experienced  
15 mediator in the settlement process confirms that the settlement is non-collusive”).)

16 The Settlement Agreement is presumptively fair because it: (1) is the product of non-  
17 collusive, arm’s-length negotiations; (2) was negotiated by counsel with significant experience  
18 in similar wage-and-hour litigation; and (3) occurred after the Parties’ counsel engaged in  
19 significant investigation of the strengths of this case and the risks of continued litigation. As  
20 outlined below and in the Declaration of Douglas Han, the Settlement Agreement was only  
21 possible after engaging in discovery, investigations, and negotiations.<sup>7</sup>

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<sup>7</sup> (Han Decl., *supra*, at ¶¶ 12-15, 22, 40.)

1           **B.     The Relative Strength of the PAGA Claim and Range of Possible Outcomes in**  
2           **the Litigation Favor Approval of the Settlement.**

3           Although wage-and-hour actions are amenable to class-wide resolution, courts have found  
4           that certain Labor Code violations raise individualized issues and/or are unmanageable and are  
5           not suitable for class adjudication.<sup>89</sup> In PAGA actions, Defendant contends that courts have found  
6           due process requires the adjudication of a PAGA claim meet a “manageability” requirement. (See  
7           e.g. *Liuy v. Merrill Lynch & Co.* (C.D.Cal. Nov. 10, 2014) No. CV-14-0425-PA, WL 5904904 at  
8           \*\*3-4 (Court dismissed the PAGA claim because a multitude of individualized assessments  
9           would be necessary, making the PAGA claim unmanageable); see also *Wesson v. Staples the*  
10          *Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 766-767.)

11          Plaintiff contends that the provisions of the Labor Code potentially triggering PAGA  
12          penalties in this case include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a),  
13          226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800  
14          and 2802. Defendant asserted that, regardless of any alleged liability for Labor Code violations,  
15          PAGA penalties are not mandatory but permissive and discretionary. Defendant also maintained  
16          that it had a strong argument that it would be unjust to award maximum PAGA penalties given  
17          the unsettled state of PAGA liability. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203  
18          Cal.App.4th 1112 [reducing penalties by 30% under this authority].)<sup>10</sup>

19          Defendant maintained that it had legally compliant employment policies and practices  
20          throughout the statutory period. Defendant also denied that it violated any provision of the Labor  
21          Code and denied that this case is appropriate for representative treatment for any purpose other  
22          than the Settlement. If this case had not settled, Defendant would have challenged Plaintiff’s  
23          standing as an Aggrieved Employee and denied that the other employees were aggrieved. Finally,  
24          Defendant argued that the Court was unlikely to assess cumulative penalties for the maximum

25          <sup>8</sup>       (See e.g. *Martinez vs. Joe’s Crab Shack Holdings, et al.* (2014) 231 Cal.App.4th 362, 383-  
26          84, modified on other grounds by *Martinez v. Joe’s Crab Shack Holdings, et al.* (Dec. 3, 2014,  
27          B242807) 2014 Cal.App. LEXIS 1102, \*1-2.)

28          <sup>9</sup>       (See e.g. *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal.4th 1, 25, 29, 31, and 34-35.)

<sup>10</sup>       (Han Decl., *supra*, at ¶ 23.)

1 number of possible separate Labor Code violations because the “subsequent violation” theory of  
2 PAGA recovery would not be triggered in this case, and it would be unjust, arbitrary, oppressive,  
3 and/or confiscatory. (See e.g. *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.)  
4 This meant that Plaintiff and PAGA Counsel had to consider the strengths and weaknesses of  
5 each side’s position and uncertainty of how the case might have ended.<sup>11</sup>

6 Assuming Defendant’s argument that stacking penalties do not apply to the PAGA claim  
7 and limiting potential exposure to an initial violation only, Plaintiff alleges that PAGA penalties  
8 would be approximately **\$26,300** (263 employees x \$100 initial violation) on the low end and  
9 **\$157,800** (263 employees x \$100 initial violation x 6 theories of recovery) on the high end. Thus,  
10 under a more conservative approach, PAGA Counsel considered the possibility that the Court  
11 could assess only the initial violation rate.<sup>12</sup>

12 Plaintiff recognized the risk that any PAGA award could be reduced. Many of the claimed  
13 Labor Code violations underlying the PAGA claim were cumulative for which the Court may or  
14 may not stack any proven violations. Thus, the Gross Settlement Amount for PAGA civil  
15 penalties was reasonable and significant. When PAGA penalties are negotiated in good faith and  
16 “there is no indication that [the] amount was the result of self-interest at the expense of other  
17 Class Members,” such amounts are generally considered reasonable. (*Hopson v. Hanesbrands*  
18 *Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900 at \*24; see e.g.  
19 *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 (“[T]rial court did not abuse its  
20 discretion in approving a settlement which does not allocate any damages to the PAGA claims.”).)  
21 PAGA Counsel negotiated an average of **\$36.77** in penalties per pay period, which would be fair  
22 and reasonable [ $\$289,500 \div 7,874$  total pay periods in PAGA Period]. Considering recent cases  
23 justifying \$5 per pay period (see e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504),  
24 this recovery is reasonable.<sup>13</sup>

25 ///

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26 <sup>11</sup> (Han Decl., *supra*, at ¶¶ 20-22.)

27 <sup>12</sup> (*Id.* at ¶¶ 24-27.)

28 <sup>13</sup> (*Id.* at ¶¶ 28, 29.)

1           **C.     The Settlement Avoids Risky, Complex, and Lengthy Litigation.**

2           Courts favor the voluntary conciliation and settlement of complex litigation. (*Class*  
3 *Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, “unless the settlement  
4 is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive  
5 litigation with uncertain results.” (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal.  
6 Jan. 5, 2004) 221 F.R.D. 523, 526 (citation omitted).)

7           Both sides used pre-mediation time to investigate the veracity, strength, and scope of the  
8 PAGA claim. The Parties engaged in discovery and exchanged documents and data to mediate  
9 claims relevant to the Labor Code violations and applicable defenses thereto to determine the  
10 potential value and strength of the PAGA claim. After engaging in extensive investigation and  
11 negotiations, PAGA Counsel believed that it would be best to pursue a settlement rather than take  
12 the risky trial route. In other words, the Settlement offers immediate recovery rather than only  
13 the possibility of recovery at some indeterminate later date.<sup>14</sup>

14           **D.     The Settlement Is Fair, Adequate, and Reasonable.**

15           “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an  
16 abandoning of highest hopes.’” (*Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1981) 688  
17 F.2d 615, 624.) “The proposed settlement is not to be judged against a hypothetical or speculative  
18 measure of what might have been achieved by the negotiators.” (*Id.* at p. 625.)

19           The Settlement provides a significant monetary benefit to the LWDA and Aggrieved  
20 Employees. Plaintiff and PAGA Counsel recognize the expense, length, risk, and uncertainty of  
21 continued proceedings necessary to litigate this dispute. To recover civil penalties, Plaintiff would  
22 have to prove that the Aggrieved Employees suffered from the underlying Labor Code violations  
23 and that Defendant’s conduct gave rise to penalties, which could take several months, or years,  
24 to prove. Plaintiff and PAGA Counsel are aware of the necessary burdens of proof and difficulties  
25 in establishing liability for penalties. Plaintiff and PAGA Counsel also considered Defendant’s  
26 agreement to enter a settlement that confers significant relief.<sup>15</sup>

27 \_\_\_\_\_  
28 <sup>14</sup> (Han Decl., *supra*, at ¶¶ 12-15, 22.)

<sup>15</sup> (*Id.* at ¶¶ 19, 22, 40.)

1 Based on the foregoing, Plaintiff and PAGA Counsel determined that the Settlement  
2 Agreement represents a fair, adequate, and reasonable resolution of the PAGA claim.

3 **E. The Experience and Views of PAGA Counsel Favor Settlement Approval.**

4 PAGA Counsel are experienced in complex representative and class action wage-and-  
5 hour litigation. PAGA Counsel believe that the benefits conferred by the Settlement are fair and  
6 reasonable and in the best interests of the LWDA and Aggrieved Employees.<sup>16</sup>

7 **VI. APPROVAL OF THE ATTORNEYS' FEES.**

8 **A. A Fee Award of Percentage of the Entire Fund is Appropriate.**

9 PAGA Counsel are entitled to recover reasonable attorneys' fees and costs as a matter of  
10 right. (Lab. Code § 2699(g)(1).) PAGA Counsel are entitled to fees and costs under Code of Civil  
11 Procedure section 1021.5 as this case is by definition "for the benefit" of others and has secured  
12 monetary awards for Aggrieved Employees.<sup>17</sup> The payment to the LWDA will benefit the agency  
13 in enforcing labor laws and educating "employers and employees about their rights and  
14 responsibilities under [the Labor Code]." (*Id.* at § 2699(i).)

15 The Settlement Agreement provides for an Attorney Fee Amount of \$101,325 (35% of  
16 the Gross Settlement Amount). The Attorney Fee Amount is commensurate with the: (1) risks  
17 undertaken; (2) time, effort, and expense dedicated; (3) skills and determination shown; (4) value  
18 achieved; and (5) other cases turned down. Defendant does not oppose Court approval of the  
19 reasonableness of the Attorney Fee Amount.

20 PAGA Counsel investigated and litigated this case since the onset and have also borne all  
21 the risks and costs of litigation and will not receive any compensation until recovery.<sup>18</sup>

22 ///

23 ///

24 \_\_\_\_\_  
25 <sup>16</sup> (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.)

26 <sup>17</sup> (*Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17  
27 (recognizing that recovery obtained on behalf of 209 individuals satisfies the "significant  
28 benefit," "public interest," and "large class of persons" requirements of Code of Civil Procedure  
section 1021.5, regardless of plaintiff's personal motivation).)

<sup>18</sup> (Han Decl., *supra* at ¶ 37.)

1           **B.     The Attorneys' Fees is Reasonable Based on the Factors Considered in**  
2                           **Determination of Fee Awards.**

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

10           It should be highlighted that the percentage award sought is commensurate with the: (1)  
11 results obtained; (2) risks undertaken; (3) difficulty of this case; and (4) skills and quality of work  
12 displayed, as detailed below.

13                           **1.     *The Results Obtained***

14           The results attorneys obtain for their clients is an important factor when determining the  
15 reasonability of a percentage-based fee. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
16 489.) Law firms that obtain reasonable results expect those results to be reflected in their fees.

17           The results obtained herein are reasonable as PAGA Counsel obtained a settlement of  
18 \$289,500, without the need for extended litigation. If this case went to trial, there was no  
19 guarantee that the trial would have been short or either party would have prevailed. Even if the  
20 Parties reached a similar settlement later, it would have been undercut by additional expenses  
21 incurred. Resolution of this dispute at this stage is preferred as the Parties were moving to the  
22 phase where significant time and money would inevitably have to be spent to prepare for trial.

23           By avoiding the uncertainties associated with conducting trial and Defendant's responses  
24 to the allegations, PAGA Counsel obtained those results more quickly and surely than if the  
25 matter had been litigated to final resolution. Under California law, this factor supports the  
26 Attorney Fee Amount. (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 51.)

27       ///

28       ///

1                   **2.       *The Risk Taken by PAGA Counsel***

2           Whether or not representation is provided on a contingency basis is an important factor:

3           A contingent fee must be higher than a fee for the same legal services paid as they  
4           are performed [and] [...] compensates the lawyer not only for the legal services he  
5           renders but for the loan of those services. A lawyer who both bears the risk of not  
6           being paid and provides legal services is not receiving the fair market value of his  
          work if he is paid only for the second of these functions. If he is paid no more,  
          competent counsel will be reluctant to accept fee award cases.

7   (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

8           Plaintiff executed a contingent fee agreement. In other words, no recovery would have  
9           meant no compensation for 208.4 hours of work and \$22,113.63 litigation costs incurred.<sup>19</sup>

10          Finally, several factors made this case difficult, thereby contributing to the risks  
11          undertaken. These factors included: (1) difficulties in pinning down job responsibilities, wages  
12          paid, meal and rest breaks taken; (2) number of documents that had to be analyzed; (3) shifting  
13          wage-and-hour laws; (4) drafting and propounding formal discovery requests; and (5)  
14          Defendant's initial firm resistance to the relief.<sup>20</sup>

15                   **3.       *The Difficulty of the Litigation***

16          The unsettled nature of the law, factual complexities, and other issues made this case  
17          complex and difficult. PAGA Counsel overcame these obstacles by obtaining a settlement that is  
18          fair, adequate, and reasonable. PAGA Counsel obtaining a fair settlement despite roadblocks  
19          speaks volumes of their skill and experience. (*Lealao v. Beneficial Cal., Inc., supra*, 82  
20          Cal.App.4th at p. 42 "special skill and experience of counsel" is a relevant factor when  
21          determining fee award).)

22          Due to the difficulty of this case, PAGA Counsel devoted substantial hours to this matter.  
23          The Task & Time Chart sets forth these hours, allocating the total time to the tasks required to  
24          litigate this lawsuit to its conclusion. The chart is thorough, comprehensive, and demonstrates the  
25          effort to diligently manage this case. Finally, as stated in the previous section, this was not a clear-

27                   <sup>19</sup>       (Han Decl., *supra*, at ¶¶ 32, 33, 37.)

28                   <sup>20</sup>       (*Id.* at ¶ 30.)

1 cut case, and PAGA Counsel had to overcome roadblocks and obstacles before they could reach  
2 a reasonable settlement.<sup>21</sup>

3 **4. The Skill Displayed and Quality of Work**

4 The level of skill displayed and quality of work it produced justify the Attorney Fee  
5 Amount. PAGA Counsel are skilled and experienced class action wage-and-hour and  
6 representative litigators, which is further illustrated by the Task & Time Chart.

7 PAGA Counsel used pre-mediation time period to investigate the veracity, strength, and  
8 scope of the PAGA claim and to prepare for representative adjudication. This included, among  
9 other things: (1) case strategy and analysis; (2) drafting, reviewing, and revising pleadings, formal  
10 discovery requests, and mediation brief; (3) preparing for and appearing at court proceedings; (4)  
11 undertaking calculations of potential damages; (5) preparing for and attending mediation and  
12 settlement negotiations; and (6) working with Defense Counsel to draft, update and finalize the  
13 Agreement (and exhibit). In addition to determining the scope of the Aggrieved Employees,  
14 PAGA Counsel undertook the time-consuming task of locating and interviewing Aggrieved  
15 Employees to verify if the PAGA claim raised individualized issues.<sup>22</sup>

16 PAGA Counsel's accumulated skill and expertise contributed to the Settlement in this  
17 case. Under California law, this factor (skills displayed and quality of work) supports the Attorney  
18 Fee Amount. (*Lealao v. Beneficial Cal., Inc., supra*, 82 Cal.App.4th at p. 51.)

19 **C. The Lodestar Methodology Justifies Approval of the Attorneys' Fees.**

20 PAGA Counsel spent 208.4 hours litigating this matter. PAGA Counsel's hourly rates are  
21 supported by the 2022 Real Rate Report that was compiled by Wolters Kluwer that surveyed the  
22 hourly rates charged in 2022 by hundreds of attorneys in California. By extension, PAGA  
23 Counsel's hourly rates are in line with the Laffey Matrix.<sup>23</sup>

24 ///

25 ///

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26 <sup>21</sup> (Han Decl., *supra*, at ¶ 32; Exhibit 3.)

27 <sup>22</sup> (*Id.* at ¶ 13.)

28 <sup>23</sup> (*Id.* at ¶¶ 32-34; Exhibits 4, 5.)

1                   **1.       PAGA Counsel Performed Work for a Reasonable Number of Hours.**

2           This matter required a significant amount of time and labor. The Task & Time Chart  
3   evidenced the numerous tasks that were performed to seek all necessary information. The Task  
4   & Time Chart also illustrates that PAGA Counsel spent a reasonable number of hours working  
5   on this case, thereby demonstrating the attorneys' fees is within the range of reasonableness.<sup>24</sup>

6           The case involved gathering and analyzing data from Defendant and Aggrieved  
7   Employees. PAGA Counsel undertook intense preparation to resolve the entire matter through  
8   mediation. These preparations included locating and interviewing putative aggrieved employees,  
9   reviewing a myriad of documents, determining the scope of the Aggrieved Employees, verifying  
10   the strengths of the PAGA claim, engaging in formal discovery, etc.

11                   **2.       The Attorneys' Fees Represent a Reasonable Hourly Rate.**

12           PAGA Counsel's hourly rates are well within the range of rates charged by comparably  
13   qualified attorneys in California and the legal profession in general for comparably complex  
14   work. By extension, PAGA Counsel's hourly rates are in line with the Laffey Matrix.<sup>25</sup>

15           PAGA Counsel's hourly rates are reasonable for the following reasons: (1) comparable  
16   hourly rates for similar services have been deemed to be reasonable in several cases in California;  
17   and (2) several surveys of legal rates have supported PAGA Counsel's hourly rates. This shows  
18   that PAGA Counsel's hourly rates used for the lodestar calculation are well within the range of  
19   non-contingent rates charged by comparable attorneys for similar work performed in California.

20           Based on the time expended, the base lodestar fees calculation is \$150,410, resulting in a  
21   negative multiplier of 0.67 when cross-checked to the Attorney Fee Amount.<sup>26</sup>

22   ///

23   ///

24   ///

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26                   

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<sup>24</sup>       (Han Decl., *supra*, at ¶ 33; Exhibit 3.)

27                   <sup>25</sup>       (*Id.* at ¶¶ 33, 34; Exhibits 4, 5.)

28                   <sup>26</sup>       (*Id.* at ¶¶ 33, 35.)

1 **VII. THE LITIGATION COSTS TO BE REIMBURSED SHOULD BE APPROVED**

2 The Settlement Agreement provides for the payment of the Cost Amount not to exceed  
3 \$25,000. PAGA Counsel have incurred \$22,113.63 in litigation costs and expenses, which were  
4 reasonable and necessary. PAGA Counsel request that the Court order reimbursement for these  
5 costs and expenses.<sup>27</sup>

6 **VIII. THE ADMINISTRATION COSTS SHOULD BE APPROVED**

7 The Settlement Agreement provides for the payment of Administration Costs of \$5,000 to  
8 the Settlement Administrator. The Administration Costs are intended to cover the costs incurred by  
9 the Settlement Administrator for performing its duties outlined in the Agreement. PAGA Counsel  
10 has worked with the desired Settlement Administrator in the past and are familiar with its superior  
11 reputation and work product. The Court should approve the payment of the Administration Costs  
12 to the Settlement Administrator.<sup>28</sup>

13 **IX. THE ENHANCEMENT PAYMENT SHOULD BE APPROVED**

14 The Settlement Agreement provides for the payment of the Enhancement Payment of  
15 \$10,000 to Plaintiff for the services and contributions on behalf of the Aggrieved Employees.  
16 Plaintiff spent a substantial amount of time and effort in locating and producing relevant  
17 documents and past employment records, reviewing relevant documents alongside PAGA  
18 Counsel, and providing the facts and evidence supporting the allegations. Plaintiff was available  
19 whenever needed by PAGA Counsel and actively tried to obtain and provide as much information  
20 as possible. Plaintiff spent numerous hours speaking with PAGA Counsel about Defendant's  
21 alleged Labor Code violations, discussing his work experiences and work environment, helping  
22 PAGA Counsel develop a strategy to obtain additional documents, aiding PAGA Counsel in  
23 determining the importance of the documents produced, and reviewing the operative complaint  
24 and Settlement Agreement (and exhibit). Plaintiff also made himself available all day to  
25  
26

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27 <sup>27</sup> (Han Decl., *supra*, at ¶ 37; Exhibit 6.)

28 <sup>28</sup> (*Id.* at ¶ 38.)

1 participate in and assist with mediation.<sup>29</sup>

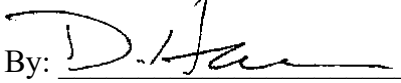
2 Plaintiff was advised of and accepted the risks and sacrifices associated with serving as  
3 the named plaintiff. Plaintiff is also not related to anyone associated with PAGA Counsel, has not  
4 entered any undisclosed agreement, and has not received undisclosed compensation. Moreover,  
5 Plaintiff is not now, nor has he ever been, a named plaintiff in any other representative PAGA  
6 action, pending or closed. Thus, Plaintiff elected to serve as the named plaintiff to his own  
7 detriment and should be properly compensated.<sup>30</sup>

8 **X. CONCLUSION**

9 The Settlement Agreement is fair, adequate, and reasonable, as it represents a reasonable  
10 compromise. Plaintiff requests that the Court approve the Settlement, including the plan of  
11 allocation and distribution of the settlement payments.

12  
13 Dated: April 29, 2025

**JUSTICE LAW CORPORATION**

14 By: 

15 Douglas Han

16 *Attorneys for Plaintiff*

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26  
27 <sup>29</sup> (Han Decl., *supra*, at ¶ 39; Declaration of Jonathan Barcenas In Support of Motion for  
28 Approval of Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) Settlement  
Agreement (“Barcenas Decl.”), ¶¶ 6-10.)

<sup>30</sup> (Han Decl., *supra*, at ¶ 39; Barcenas Decl., *supra*, at ¶¶ 11-15.)

1 **PROOF OF SERVICE**  
2 **1013A(3) CCP**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and  
5 not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101,  
6 Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

7 On April 29, 2025, I served the foregoing document described as

8 **NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS**  
9 **GENERAL ACT OF 2004 (LABOR CODE § 2698, ET SEQ.) SETTLEMENT**  
10 **AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**  
11 **THEREOF**

12 for the following case: **Barcenas v. The Garmon Corporation**  
13 LWDA/Court Case No.: **LWDA Case No.: CM-985021-23**  
14 **Court Case No.: CVRI2306594**  
15 **Riverside County Superior Court**

16 on interested parties in this action by electronically submitting as follows:

17 State of California  
18 Labor & Workforce Development Agency  
19 800 Capitol Mall, MIC-55  
20 Sacramento, California 95814

21 **[X] BY ELECTRONIC SUBMISSION**

22 Pursuant to California Senate Bill No. 836, I caused the documents described above to be  
23 electronically submitted by and through the procedure stated on the website of the State  
24 of California Labor and Workforce Development Agency.

25 **[X] STATE**

26 I declare under penalty of perjury under the laws of the State of California that the above  
27 is true and correct.

28 Executed on April 29, 2025, at Pasadena, California.



\_\_\_\_\_  
Mariah Anderson