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on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TUOLUMNE

BEVERLY W. COOLEY, an individual, WILLIE J. FLORENCE, an individual, on behalf of themselves and others similarly situated, Plaintiffs, v. SONORA COMMUNITY HOSPITAL, a California corporation; ADVENTIST HEALTH SYSTEM/WEST, a California corporation; and DOES 1 through 50, inclusive, Defendants.	**PAGA ACTION** Case No. CV65628 Assigned for all purposes to: Hon. Kevin M. Seibert Dept.: 1 **NOTICE OF MOTION AND PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE §§ 2698 et seq.; MEMORANDUM OF POINTS AND AUTHORITIES** Hearing Date: February 18, 2026 Time: 8:30 a.m. Dept.: 1 Complaint filed: October 6, 2023 FAC filed: December 12, 2023 SAC filed: November 13, 2024 Trial: None set

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TO THE COURT AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 18, 2026, at 8:30 a.m. in Department 1 of the above-entitled Court, located at 12855 Justice Center Drive, Sonora, CA 95370, Plaintiffs Beverly W. Cooley and Willie J. Florence ("Plaintiffs" or "PAGA Representatives"), on behalf of themselves, the State of California, and all aggrieved employees (the "Aggrieved Employees"), will and hereby do move this Court pursuant to California Labor Code § 2698 et seq. for an order approving the settlement agreement between Plaintiffs and Defendant Sonora Community Hospital ("Defendant") which will accomplish the following: approve the representative action settlement embodied in the PAGA Settlement Agreement; approve PAGA Counsel's application for attorney's fees and litigation costs and costs for the Administrator; and enter judgment approving the PAGA Settlement Agreement (the "Motion").

The grounds for this Motion, as set forth in the attached Memorandum of Points and Authorities and supporting Declaration, are that this is a fair and reasonable settlement that benefits the Aggrieved Employees and was the product of informed, non-collusive negotiations by the parties who were represented by experienced and able counsel. *See Wershba v. Apple Computer, Inc.*, 91 Cal. App 4th 224, 244-45 (1996); *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

Plaintiffs base this Motion on this Notice and the accompanying Memorandum of Points and Authorities, the Declaration of Enoch J. Kim ("Kim Decl."), the Declaration of Kimberly Sutherland, the complete pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

DATED: January 26, 2026

D.LAW, INC.

By: ______________________
Enoch J. Kim
Attorney for Beverly W. Cooley, Willie J. Florence on behalf of themselves and Aggrieved Employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this Motion, Plaintiffs Beverly W. Cooley and Willie J. Florence ("Plaintiffs") request that the Court grant approval of the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") reached between the parties to resolve claims brought exclusively under the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq*. ("PAGA") seeking civil penalties for various violations of the California Labor Code and Industrial Wage Commission's Wage Orders. Pursuant to the Settlement, Defendant Sonora Community Hospital ("Defendant") will pay the Gross Settlement Amount of $710,000.00. (Declaration of Enoch J. Kim ("Kim Decl."), Exhibit 1, ¶ 2.10.)

For purposes of the Settlement, the group of Aggrieved Employees included in the Settlement is defined as all non-exempt employees who were employed by Sonora Community Hospital in California at any point from August 5, 2022, to August 18, 2025 ("Aggrieved Employees"). (Kim Decl., Exhibit 1, ¶ 2.4). Based on its records, Defendant estimates that there are approximately 1,896 Aggrieved Employees who collectively worked a total of 76,209 pay periods during the PAGA Period. (Kim Decl., ¶ 11, Exhibit 1, ¶ 6.7.)

As further explained below, Plaintiffs and their counsel believe that the Settlement is fair, reasonable, and in the best interests of the Aggrieved Employees and the State. Accordingly, Plaintiffs request that the Court "review and approve" the Settlement pursuant to Labor Code § 2699(*l*)(2). If the Court deems the Settlement fair and acceptable, Plaintiffs request that the Court enter an order approving the Settlement in the form lodged herewith ordering the parties and Administrator to carry out the terms of the Settlement Agreement and enter a Final Judgment thereon.[1]

II. RELEVANT BACKGROUND AND PROCEDURAL HISTORY

A. Litigation Overview and Procedural History

On October 6, 2023, Plaintiff Cooley filed a class-action complaint in the Tuolumne

[1] Plaintiffs have submitted the Settlement Agreement and this Motion to the LWDA by uploading it on the LWDA's website concurrently with the filing of this Motion as required by Labor Code § 2699(*1*)(2). (Declaration of Enoch J. Kim ("Kim Decl.") ¶ 52, Exhibit 3.)

County Superior Court, Case No. CV65628, against Defendant alleging claims under the California Labor Code (the "Labor Code") for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (10) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq* (the "Action"). (Kim Decl., ¶ 4.)

On or about October 5, 2023, Plaintiff Cooley submitted her PAGA letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant, alleging that Defendant committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under PAGA. (*Id*. at ¶ 5.)

On or about December 12, 2023, Plaintiff Cooley filed her First Amended Complaint, adding a cause of action for civil penalties under PAGA against Defendant. And on or about November 13, 2024, Plaintiff Cooley filed her Second Amended Complaint adding Plaintiff Florence as a named plaintiff ("Operative Complaint"). (*Id*. at ¶ 6.)

On June 4, 2025, the Parties attended an all-day mediation with experienced mediator Dan Turner, Esq. and subsequently settled the PAGA claims in Action. (*Id*. at ¶ 7.) The Settlement Agreement reached between the parties does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against Defendant in the Action. (Kim Decl., Exhibit 1, ¶¶ 3.2, 9.1.) Defendant denies all liability in the Action. (*Id*.)

B. Mediation and Settlement

Prior to mediation, Plaintiffs conducted extensive informal discovery and Defendant provided data, numbers, and documents, including electronic payroll and timekeeping data for a sampling of Aggrieved Employees, information and documentation regarding Defendant's wage and hour policies, expense report data and information, and meal period information. (Kim

Decl., ¶ 8.) The information and data exchanged by Plaintiffs and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims. (*Id.*)

With the assistance of a highly respected wage and hour mediator, the parties agreed to a resolution of the Action. (Kim Decl., ¶ 9.) The general terms for settling this Action were first memorialized in a memorandum of understanding and later, the long-form Settlement Agreement now before the Court for approval. (*Id.*)

The parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement in extensive, arm's length negotiations, considering all relevant factors, present and potential. (Kim Decl., ¶ 10.) PAGA Counsel believes that the Settlement confers real benefits upon the Aggrieved Employees and the State and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion. (*Id.*)

III. PAGA ACTIONS AND THE REQUIREMENTS

A. The PAGA Statutory Scheme

PAGA creates a means of "deputizing" citizens as private attorney generals to enforce the Labor Code on behalf of the LWDA. *Brown v. Ralphs Grocery Co*. (2011) 197 Cal. App. 4th 489, 501, *review den.* (Oct. 19, 2011, No. S195850), *cert. denied* 132 S.Ct. 1910 (Apr. 16, 2012). A plaintiff may not — and Plaintiffs here do not — bring a PAGA claim simply on her or her own behalf as an individual claim, but "as the proxy or agent of the state's labor law enforcement agencies." *Id*., at 986; *see also Reyes v. Macy's, Inc*. (2011) 202 Cal. App. 4th 1119, 1123-1124; *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. When an aggrieved employee brings a PAGA claim, "the government is always the real party in interest." *Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty*. (2015) 234 Cal. App. 4th 1109, 1119; *Montano v. The Wet Seal Retail, Inc*. (2015) 232 Cal. App. 4th 1214, 1222 ("[A] PAGA action is a dispute between an employer and the State agency."). Accordingly, a plaintiff that brings a PAGA claim represents "the same legal right and interest as state labor law enforcement agencies," in that the plaintiff seeks to recover those civil penalties that the LWDA otherwise would assess and collect. *Arias v. Super. Ct*. (2009) 46 Cal.4th 969, 986; Labor Code § 2699(a) & (f); *Securitas, supra*, 234 Cal. App. 4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015) 523 B.R. 820, 825 (holding "PAGA plaintiffs do not have property rights in their cases."), and *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.

Therefore, when a plaintiff brings a PAGA claim, he or she is properly viewed as a private attorney general prosecuting violations of California's labor laws on behalf of the state. An employee may commence a PAGA action by fulfilling the requirements of California Labor Code § 2699.3(a)(1), which simply states: "The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation." Labor Code § 2699.3(a)(1). As explained above, Plaintiffs complied with the notice requirements and properly pled a PAGA claim. (Kim Decl. ¶¶ 5-6.)

B. The Court Has Discretion When Awarding the Amount of Penalties.

The Private Attorneys General Act, Labor Code § 2699 *et seq.*, provides for penalties in the amount of $100 for each violation per aggrieved employee per pay period for the initial violation and $200 for each violation per aggrieved employee per pay period for each subsequent violation, and penalties in the amount of $50 for each pay period for the initial violation and $100 for each pay period for each subsequent violation for claims brought under Labor Code § 558 and the Wage Order. Labor Code § 2699(f)(2). "PAGA penalties...are mandatory, not discretionary" and must be awarded upon a showing that Defendants violated the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213. However, the Private Attorneys General Act provides the Court with discretion when it finds liability and awards these penalties as part of a judgment. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

C. PAGA Authorizes the Payment of PAGA Counsel's Fees and Costs

The Private Attorneys General Act provides for the recovery of reasonable attorneys' fees and costs. Labor Code § 2699(g)(1) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid…"). The monetary settlement and programmatic relief make Plaintiff a "prevailing party." *Folsom v. Butte County Ass'n of Gov'ts* (1982) 32 Cal. 3d 668,671; *Santisas v. Goodin* (1998) 17 Cal.4th 599, 621. Even if Labor Code § 2699(g)(1) did not authorize fees, Plaintiffs would be entitled to fees as a Private Attorney General under Code of Civil Procedure § 1021.5 because Plaintiffs brought this action to, and the action does, benefit the public. *Arias,* 46 Cal.4th at 985–986.

IV. <u>THE SETTLEMENT</u>

Pursuant to the Settlement Agreement, Defendant will pay the Gross Settlement Amount of $710,000.00 in full and final settlement of the PAGA claims alleged in the Action. (Kim Decl., Exhibit 1, ¶ 2.10).

Pending Court approval, the Gross Settlement Amount will be allocated as follows: (1) attorneys' fees of 35% of the Gross Settlement Amount which is $248,500.00 ("PAGA Counsel Fees Payment") (Kim Decl., ¶ 12.); (2) actual litigation costs incurred in this matter in the amount of $18,153.70 ("PAGA Counsel Costs Payment") (*Id.*); (3) settlement administration costs of up to $14,000.00 to be paid to the Settlement Administrator, Apex Class Action Administration ("Apex"), for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment") (*Id.*); and (4) PAGA Penalties in the amount of $429,346.30, with 75% ($322,009.73) allocated to the LWDA ("LWDA PAGA Payment") and 25% ($107,336.58 allocated to the Aggrieved Employees ("Individual PAGA Payments"). (*Id.*) The Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period for each Defendant and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods for each Defendant. (Kim Decl., Exhibit 1, ¶ 2.11.)

Based on its records, Defendant estimates that there are approximately 1,896 Aggrieved Employees who collectively worked 76,209 PAGA Pay Periods during the PAGA Period. (*Id*. at ¶ 11.) If the actual number of PAGA Pay Periods is more than 10% greater than the number represented by a Defendant for their respective PAGA Period, then the GSA for that Defendant will be increased proportionately. (Kim Decl., Exhibit 1, ¶ 6.7.) For example, if the number of PAGA Pay Periods is 11% higher for a Defendant, the GSA for said Defendant will be increased by 1%. In the alternative, said Defendant may elect, in its sole discretion, to shorten its release period to stay within the 10% cushion; however, Defendant must exercise this option prior to the Hearing on Plaintiffs' Motion for Approval of Representative PAGA Settlement. (*Id*.)

Based on this information, and using a straight average, Plaintiffs estimate that on average Aggrieved Employees will receive a payment of approximately $56.61 ($107,336.58 divided by 1,896 Aggrieved Employees). (Kim Decl., ¶¶ 11, 12.)

V. ARGUMENT

A. The Court Should Approve the Settlement Agreement.

Pursuant to Labor Code § 2699(*l*), the parties must obtain Court approval of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Ct.* (2009) 46 Cal.4th 969, the parties need not follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Nonetheless, to comply with the requirements of Labor Code section 2699, Plaintiffs submit this Motion and the Settlement Agreement for Court approval.

B. The Risks of Moving Forward with Plaintiff's PAGA Claim

To help the Court evaluate the fairness of the Settlement, below is a discussion of the risk evaluation made by Plaintiff and PAGA Counsel. Plaintiffs and PAGA Counsel considered the arguments and defenses asserted by Defendant at mediation, assessed the risks of moving forward to trial and what this Court could do in awarding penalties even if Plaintiffs prevailed at trial.

Plaintiffs estimated that the maximum potential exposure on the PAGA claim is $3,810,450.00 calculated by multiplying the total number of PAGA Pay Periods (76,209) by $50 per violation. (Kim Decl., ¶ 18.) Plaintiffs' calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period (i.e., Plaintiffs did not stack the PAGA penalties in their damages calculation). (*Id*.) Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury." (*Id*. at ¶ 18.)

C. Trial of Plaintiffs' PAGA Claims Would Have Presented Many Hurdles.

Defendant denied and continues to deny all of the claims made by Plaintiffs in this Action and contends that it acted at all relevant times in conformance with the law. (*Id*. at ¶ 16.) Defendant contends that Plaintiffs and the Aggrieved Employees were paid for all hours worked, that Defendant prohibited Plaintiffs and the Aggrieved Employees from working beyond their scheduled shifts, and that any "off-the-clock" work was performed without Defendant's knowledge and de minimis; that Defendant provided lawfully compliant meal and rest periods (and in fact provided longer breaks than required by law) and that any deviations were at the voluntary election of Plaintiffs and/or the Aggrieved Employees and not at the request of Defendant or due to work requirements; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant's wage statements complied with the law; and that neither Plaintiffs nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. (*Id*.) As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement. (*Id*.)

D. The Court May Have Exercised Its Discretion to Reduce Civil Penalties.

"PAGA penalties…are mandatory, not discretionary" and the Court must award penalties upon a showing that Defendants violated the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157, 1213; *Moreno v. Autozone, Inc*. (N.D. Cal. June 5, 2007) No. C05-04432 MJJ, 2007 WL 1650942, at *3. However, PAGA does provide the Court with discretion when it awards these penalties. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (*See also Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (reducing PAGA penalties by 30% under this provision).

In departing from the $50/100 per pay period calculation to arrive at the $710,000.00 Gross Settlement Amount in this case, Plaintiffs considered various reasons why the Court may reduce any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive. (Kim Decl., at ¶ 20.) Based on those considerations, Plaintiffs applied a discount of 70% to the maximum potential exposure (which equates to $15 penalty per pay period) to get a realistic potential exposure of $1,143,135.00 (76,209 pay periods x $15 penalty per pay period). (*Id.*)

The Gross Settlement Amount of $710,000.00 is approximately 62% of the realistic potential exposure of $1,143,135.00. PAGA Counsel submits that this is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

VI. THE REQUEST FOR ATTORNEYS' FEES AND COSTS

A. The Court Should Approve the Requested Attorneys' Fees and Costs

Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of $248,500.00 and an award of litigation costs to PAGA Counsel of $18,153.70. (Kim Decl., at ¶ 22.)

Prior to enactment of PAGA, when the State had the resources to seek civil penalties on behalf of the public, it paid its employees (including their attorneys) their salaries and benefits for pursuing such penalties. The Legislature enacted PAGA because the Labor Commissioner and other agencies were hampered in their enforcement of civil penalties by inadequate funding and staffing constraints. *Iskanian*, *supra*, 59 Cal.4th at 379. To facilitate broader enforcement, the Legislature enacted PAGA, authorizing "aggrieved employees" to pursue civil penalties on the state's behalf. Labor Code § 2699(a). In creating PAGA, the Legislature expressly provided that the private counsel retained by the Plaintiff to represent the public's interest can recover fees if the Plaintiff is the prevailing party. Labor Code § 2699(g)(1).

1) PAGA Counsel Are Entitled to Fees from the Civil Penalties Recovered

As previously indicated, this is *not* a class action. However, like a class action, it is a representative action where instead of a class, the Plaintiff represents the State and the public. As a matter of law and substance, counsel's client is the public at large and the State of California. The Plaintiff is simply a "proxy" for the State. On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half International*, which addressed, in a class action context, the correct methodology for awarding fees in a representative action settlement. *Laffitte v. Robert Half Intern. Inc*. (2016) 205 Cal.Rptr.3d 555, 573. The *Laffitte* Court approved awarding fees as a percentage of the settlement fund.:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Class Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

Id. at p. 573.

Here, the $710,000.00 common fund created for the benefit of the public is, with Plaintiffs as proxy for the State, not unlike the fund created in class action settlements, with the public the equivalent of the class referenced in *Laffitte*.

The Court, in *Laffitte,* pointed out several reasons why the percentage-of-the-fund method is preferred over the alternative lodestar-multiplier approach in California courts:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id. at 573.

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An award of 35% of the civil penalties realized in the Settlement is appropriate here under the "substantial benefit" theory. *Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1810; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254. That theory permits a litigant who has sued in a representative capacity to recover fees from the beneficiaries of that representation. Courts exercise their inherent equitable powers to assess attorneys' fees against the entire fund, thereby spreading the cost of those fees among the public who benefits from PAGA actions. *Serrano v. Priest* (1977) 20 Cal.3d 25, 35 (*Serrano III).* As this approach "better approximates the workings of the marketplace than the lodestar approach," there is "a greater judicial willingness to evaluate a fee award as a percentage of the recovery." *Lealao v. Beneficial Calif., Inc*. (2000) 82 Cal. App. 4th 19, 31, 48.

2) <u>The Attorneys' Fees Request Is Within the Range of Reasonable Fees</u>

PAGA Counsel at D.Law, Inc. are experienced employment attorneys with expertise in wage and hour class and representative actions. (Kim Decl., ¶¶ 31-40). Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this Action on a purely contingency basis. (Kim Decl., ¶ 24.) As a result, PAGA Counsel have yet to receive any compensation for the amount of time and money invested in the case to date. (*Id.*) Moreover, courts in this county and others have approved attorneys' fees awards in other PAGA settlements on a common fund basis at higher percentages than the 35% Plaintiffs are requesting here. (*Id*. at ¶¶ 26-27.)

For these reasons, PAGA Counsel's requested fee of 35% of the Gross Settlement Amount is well within the range of reasonableness and is fair compensation for undertaking this complex and risky litigation on a contingent basis.

3) <u>PAGA Counsel's Fee Request Is Reasonable Under the Lodestar Crosscheck.</u>

PAGA Counsel's fee request is reasonable when calculated using the lodestar method. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal.3d 25, 48. The court then may enhance this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*. at 49; *see also Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, ("[t]here is no…rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar").

Here, the lodestar cross check establishes that the fees requested are only modestly above the amount warranted by lodestar analysis and require only a 2.15X multiplier. The *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 30.) This case raised a number of complex and contested issues, and PAGA Counsel exhibited skill and creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. PAGA Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendants. (*Id.*) PAGA Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's potential liability. (*Id.*) This was done through carefully sifting through hundreds of pages of documents. (*Id.*)

In sum, PAGA Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. (Kim Decl., ¶ 31.) To this end, PAGA Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. (*Id.*) PAGA Counsel zealously represented Plaintiffs and the Class and has obtained a favorable result. (*Id.*)

Such is not always the case. Indeed, PAGA Counsel has invested time and money into numerous other cases, including class actions, which have fizzled out for one reason or another, leaving PAGA Counsel completely without any compensation for their effort. (Kim Decl., ¶ 32.) Here, PAGA Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, PAGA Counsel was able to navigate the shoals of unpredictability to achieve a desirable result and have done so without receiving any compensation to speak of thus far because they took this case on a contingency fee basis. (*Id.*)

PAGA Counsel worked at least 150.6 hours on this matter at rates reflecting those currently earned in the marketplace. Attorney Enoch J. Kim's records indicate at least 5.9 hours on this matter with an hourly rate of $1,045. (Kim Decl. ¶ 29.) Senior Attorney Alvin Lindsay spent approximately 35.7 hours on this matter and her current billing rate is $1,260. (*Id.*) Attorney Tania Fonseca's records indicate at least 43.1 hours on this matter with an hourly rate of $840. (*Id.*) Attorney Antonia McKee's records indicate at least 15 hours on this matter with an hourly rate of $585. (*Id.*) Fomer D.Law Attorney Rose Sorial's records indicate at least 6.6 hours on this matter with an hourly rate of $950. (*Id.*) Paralegal Sasha Zambrano records indicate at least 33.3 hours on this matter with an hourly rate of $250. (*Id.*) Paralegal Janet Linares records indicate at least 2.3 hours on this matter with an hourly rate of $250. (*Id.*) Paralegal Brent Insua's records indicate at least 0.7 hours on this matter with an hourly rate of $275. (*Id.*) Paralegal Jose Lopez records indicate at least 0.3 hours on this matter with an hourly rate of $300. (*Id.*) The lodestar for PAGA Counsel is $115,542.00 ($6,165.50 for Enoch J. Kim's time, $44,982.00 for Alvin Lindsay's time, $36,204.00 for Tania Fonseca's time, $12,168.00 for Antonia McKee's time, $6,270.00 for Rose Sorial's time, and $9,182.50 for certified paralegal time.)

Thus, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award. PAGA Counsel respectfully request the Court grant its request for $248,500.00 in fees, which only requires a modest multiplier of 2.15X. (*Id.*)

4) <u>The Court Should Approve the Reimbursement of PAGA Counsel's Costs.</u>

The litigation expenses incurred by PAGA Counsel in this Action are also to be reimbursed under the Settlement Agreement. PAGA Counsel seek $18,153.70 in reimbursement for litigation costs (Kim Decl., ¶ 22.) The lion's share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action. Thus, PAGA Counsel respectfully request the Court approve their request for reimbursement in the amount of $18,153.70.

VII. THE COURT SHOULD APPROVE THE COSTS OF ADMINISTRATION

The parties agreed to use Apex Class Action Administration ("Apex") as the third-party settlement administrator in this case. (Kim Decl., ¶ 13.) Apex will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement (which is attached as Exhibit A to the Settlement Agreement) and calculating and distributing the settlement checks, among other duties. (*Id.*) Apex capped its fees at $14,000.00 for administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA settlements, Apex's costs for administering this Settlement are fair and reasonable. (*Id.*)

VIII. CONCLUSION

Plaintiffs and PAGA Counsel submit that the proposed Settlement as documented in the Settlement Agreement is fair, adequate, reasonable, and in the best interest of the Aggrieved Employees and the State of California. Plaintiffs respectfully request that the Court approve the Settlement and order the Parties to carry out the Settlement according to the terms of the Settlement Agreement and enter the concurrently filed [Proposed] Order Granting Approval and Judgment to that end.

DATED: January 26, 2026 D.LAW, INC

By ______________________________
Enoch J. Kim, Esq.
Antonia McKee, Esq.
Attorney for Plaintiffs Beverly W. Cooley and Willie J. Florence on behalf of themselves and Aggrieved Employees