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LAURA CECILIA ZARATE RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LAURA CECILIA ZARATE RAMIREZ, an individual,

Plaintiff,

v.

AMERICAN ASSETS TRUST, INC., a foreign corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CL031156C

Assigned for all purposes to the Hon. Michael T. Smyth, Dept. C-67

PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND ENTRY OF JUDGMENT

IMAGED FILE

Motion for PAGA Approval Hearing:
Date: May 14, 2027
Time: 9:00 a.m.
Dept.: C-67

[*Filed concurrently with Notice of Motion; Declaration of Hugo Ivan Salazar; Declaration of Laura Cecilia Zarate Ramirez; and [Proposed] Order and Judgment*]

Complaint Filed: December 30, 2024
FAC Filed: August 28, 2026

I. INTRODUCTION

Plaintiff Laura Cecilia Zarate Ramirez ("Plaintiff") seeks approval of a $35,000.00 non-reversionary "Gross Settlement Amount" ("GSA") of her representative wage and hour claim under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"). Plaintiff brings her PAGA claim, as a representative of the State of California as private attorney general, for settlement purposes. The PAGA settlement involves approximately 160 participating PAGA members who are current and former non-exempt employees who worked for Defendant American Assets Trust ("Defendant") in California during the PAGA Period of December 2, 2024, through August 29, 2026. Plaintiff requests the Settlement be approved in full at the approval hearing so that the settlement may be disbursed to participating PAGA members. Concurrently with the filing of this motion, Plaintiff has submitted the PAGA Settlement Agreement to the California Labor and Workforce Development Agency for its review.

This Memorandum is filed concurrently with Plaintiff's Notice of Motion and Motion for Approval of PAGA Action Settlement, the Declaration of Hugo Ivan Salazar (Counsel), and the Declaration of Laura Cecilia Zarate Ramirez (PAGA Representative.) This Memorandum is also being filed concurrently with a Joint Ex Parte Application seeking an order on this Motion, or in the alternative, for an order setting a hearing date on the settlement of this action earlier than the first available and currently scheduled hearing date of May 14, 2027.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties and Plaintiff's Employment

Plaintiff worked for Defendant as a Resident Service Coordinator beginning on March 5, 2020, and later as a Maintenance Technician on March 1, 2023. (Declaration of Laura Cecilia Zarate Ramirez ("Zarate Decl.") ¶ 2.) Her employment ended on December 7, 2023. (FAC ¶ 17; Zarate Decl. ¶ 2.)

B. The PAGA Members and the PAGA Period

The PAGA members include: all current and former hourly non-exempt employees employed by Defendant in California at any time during the PAGA Period. (PAGA Settlement Agreement ("Agreement") ¶ 1.4; Declaration of Hugo Ivan Salazar ("Salazar Decl.") ¶ 1, Ex. 1) The "PAGA Period" is the period dating back to December 2, 2024 through August 29, 2026. (Id. ¶ 1.24.) In the event the total PAGA Pay Periods set forth in the PAGA Pay Period estimate is incorrect by more than 10% (i.e., exceeds 4,366 pay periods), Defendant must either (1) increase the Gross Settlement Amount proportionally for any excess increase in the total number of pay periods worked by Aggrieved Employees above 110% of the estimate (e.g., if the total number of pay periods worked by the Aggrieved Employees during the PAGA Period increases by 11%, the Gross Settlement Amount will increase by 1%), or (2) modify the applicable end date of the PAGA Period to a date prior to the date the Court orders approval of the settlement to avoid incurring the pro rata increase. (Agreement ¶ 4.2.)

B. The Settlement Terms

Defendant will pay a non-reversionary Gross Settlement Amount of $35,000, which includes: (a) a Service Award to Plaintiff, as the PAGA representative, in the amount of $2,500; (b) Administration Expenses Payment to the Administrator, Apex Class Action, not to exceed $3,000; and (c) PAGA Penalties (the Net Settlement Amount) estimated at $29,500, of which 65% ($19,175) will be paid to the LWDA and 35% ($10,325) will be distributed pro rata to the Aggrieved Employees. (Agreement ¶¶ 1.11, 3.2.) The Settlement does not provide for the payment of attorneys' fees or litigation costs, which Plaintiff's counsel has waived in their entirety. (Id. ¶ 3.3.)

The Settlement is entirely non-reversionary, meaning no amount of money will revert to Defendants. Unclaimed settlement checks will be distributed to a cy pres entity in accordance with Code of Civil Procedure section 384, as agreed by the Parties or as otherwise

required by the Court. Defendant will pay its share employer's share of payroll taxes separate from, and in addition to, the GSA.

The Gross Settlement Amount will be distributed as follows:

Gross Settlement Amount	**$35,000**
Less: Settlement Administration (not to exceed)	($3,000)
Less: Service Award to Plaintiff	($2,500)
Less: Attorneys' Fees and Costs	$0
PAGA Penalties (Net Settlement Amount)	**$29,500 (est.)**
LWDA (65%)	$19,175 (est.)
Aggrieved Employees (35%)	$10,325 (est.)

The PAGA Settlement will be distributed through individual checks mailed to the PAGA members. (Agreement ¶ 4.5.) The individual settlement checks for each respective PAGA member are calculated by: (a) dividing the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. (Id. ¶ 3.2(c)(i).) Aggrieved Employees need not submit a claim to receive payment. (Id. ¶ 3.1.)

IV. LEGAL ARGUMENT

A. The PAGA Payment Proposal May Be Approved

Labor Code section 2699, subdivision (s)(2) requires the Court to review and approve any settlement of a PAGA action, and requires that the proposed settlement be submitted to the LWDA at the same time it is submitted to the Court. In reviewing a PAGA settlement, unlike in a class action, the Court "must scrutinize whether, in resolving the action, a PAGA plaintiff has adequately represented the state's interests, and hence the public interest." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77; *Kim v. Reins Int'l Inc.* (2020) 9 Cal. 5th 73, 86.) The Court should evaluate whether the settlement is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and maximize enforcement of state labor laws. (*Ibid*.)

Courts may look to the factors used in evaluating class settlements when evaluating PAGA settlements, to the extent those factors are relevant, including the (1) strength of the plaintiff's case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of investigation completed.; (5) the experience and views of counsel; and (6) governmental participant involvement. (See *Moniz*, supra, 72 Cal.App.5th at pp. 76–77; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128–130; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) As detailed below, and in the declaration of Salazar, each of these factors support approval of the PAGA settlement. Defendant disputes all claims and reiterates that it has resolved this case without admission of liability. (Salazar Decl. ¶ 6-22.)

B. No Attorneys' Fees or Costs Are Requested

Plaintiff's counsel has waived any award of attorneys' fees or litigation costs and expenses in connection with the PAGA claim, and no portion of the Gross Settlement Amount will be paid to counsel. (Agreement ¶ 3.3; Salazar Decl. ¶¶ 17(c), 18.)

C. The Named Plaintiff's Individual Payment May Be Approved

Courts routinely approve service awards to representative plaintiffs to compensate them for their time and effort and for the risks they undertook in bringing the action. (See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394.) Service awards "are fairly typical in class action[s]," "to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action." (*Id.*)

Plaintiff's requested Service Award of $2,500 is modest. Plaintiff derives no monetary benefit from this case beyond what she would ordinarily receive as an ordinary aggrieved employee. (*In re Toys 'R' Us-Delaware, Inc. FACTA Litig.* (C.D. Cal. Jan. 17, 2014) 295 F.R.D. 438; *Van Vranken*, 901 F.Supp. at 299.) This is despite the fact that as part of the settlement Plaintiff agreed to a general settlement and release of all claims, including a Civil Code section 1542 waiver. (Zarate Decl. ¶ 7.) Plaintiff also forwent the opportunity to file individual claims for her individual benefit alone so that she could together vindicate the rights of others and

recover compensation for them on a representative-wide basis. (Zarate Decl. ¶ 4.) Unlike other employees, Plaintiff faced the financial risk of a judgment for costs in the event Defendant had prevailed in this litigation. (*Id*.)

Plaintiff delayed payment from what would be a relatively quick individual settlement in lieu of pursuing this action instead. Plaintiff also provided information about Defendant's practices, reviewed documents, communicated with counsel, and reviewed and approved the settlement. (Zarate Decl. ¶¶ 5, 6, 8.) In exchange for the Service Award, Plaintiff provides a general release of her claims. (Zarate Decl. ¶ 8, Agreement ¶ 5.1.) Defendant does not oppose the request. (Agreement ¶ 3.2(b).) As a result, Plaintiff very respectfully submits these reasons under the foregoing legal standard, as further supported and discussed in the Declaration of Laura Cecilia Zarate Ramirez submitted herewith, in support of the request for $2,500.00.

V. CONCLUSION

The Settlement favorably resolves what would otherwise be uncertain and prolonged litigation. Plaintiff respectfully requests the Court grant approval of the proposed Settlement, and approve the service award, administration expenses, and the distribution of PAGA penalties as requested.

Dated: October 20, 2026

SALAZAR LAW GROUP, APC

By: _____
HUGO IVAN SALAZAR, ESQ.
Attorney for Plaintiff,
LAURA CECILIA ZARATE RAMIREZ