D. LAW, INC.
Emil Davtyan (SBN 299363)
David Yeremian (SBN 226337)
Natalie Haritoonian(SBN 324318)
Enoch J. Kim (SBN 261146)
Matthew Carraher (SBN 346860)
Antonia McKee (SBN 344511)
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465 / Fax: (818) 962-6469
Emails: emil@d.law, d.yeremian@d.law, n.haritoonian@d.law
e.kim@d.law, m.carraher@d.law, a.bliznets@d.law

Attorneys for Plaintiff Tywana Lanette Paulk,
on behalf of the State of California and all other
similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TYWANA LANETTE PAULK, an individual on behalf of herself and all others similarly situated, Plaintiff, vs. STUDENT TRANSPORTATION OF AMERICA, INC., a Delaware corporation; MISSION SCHOOL TRANSPORTATION, INC., a California corporation; SANTA BARBARA TRANSPORTATION CORPORATION, a California corporation; CASCADE STUDENT TRANSPORTATION, an entity of unknown origin; and DOES 1 through 50, inclusive, Defendants.	**PAGA ACTION** Case No.: 23STCV28820 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** *Assigned for all purposes to:* Hon. Timothy P. Dillon Dept.: 15 Hearing Information: Date: January 29, 2026 Time: 10:00 a.m. Action filed: November 21, 2023 FAC filed: January 25, 2024 SAC filed: May 31, 2024 TAC filed: November 30, 2025 Trial date: None Set

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PLEASE TAKE NOTICE that on January 29, 2025, at 10:00 a.m., or as soon after as may be heard, in Department 11 of the above-entitled court located at 312 N Spring Street, Los Angeles, CA 90012, Plaintiff Tywana Lanette Paulk will move the Court for an order approving settlement of this action under the Private Attorneys General Act.

The grounds for this Motion, as set forth in the attached Memorandum of Points and Authorities and supporting Declarations, are that this is a fair and reasonable settlement that benefits the Aggrieved Employees and the State of California 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).

Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points and Authorities, the Declaration of Enoch J. Kim ("Kim Decl."), the Declaration of Jodey Lawrence ("Lawrence Decl."), the Declaration of Tywana Lanette Paulk, 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: December 2, 2025 D.LAW, INC.

By: ______________________

Emil Davtyan, Esq.
David Yeremian, Esq.
Natalie Haritoonian, Esq.
Enoch J. Kim, Esq.
Matthew Carraher, Esq.
Antonia McKee, Esq

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I. INTRODUCTION

Plaintiff Tywana Lanette Paulk brought this action against her former employer, Defendant Student Transportation of America, Inc., under the Private Attorneys General Act ("PAGA") for alleged Labor Code violations. After extensive informal discovery, analysis, and settlement negotiations at mediation, the parties settled the entire dispute for $750,000.00.

Plaintiff requests that the Court "review and approve any settlement of any civil action filed pursuant to this part." (Labor Code §2699, subd. (l)(2).) If the Court deems the settlement fair and acceptable, the parties request that the Court approve the settlement and enter the Proposed Order and Judgment permitting the Settlement to be carried out according to the terms of the Settlement Agreement.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant employed Plaintiff as a School Bus Driver in 2021. Plaintiff alleges that, during Plaintiff's employment, Defendant violated several provisions of the Labor Code, including sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2810.5, and 2698 *et seq*.
(Declaration of Enoch J. Kim ["Kim Dec."] ¶ 2.)

On November 21, 2023, Plaintiff submitted a Notice of Labor Code Violations to the Labor and Workforce Development Agency (LWDA) describing the following alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order: (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) Failure to Pay Reporting Time Pay; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 203; (8) Violation of Labor Code § 204; (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (10) Failure To Pay Split-Shift Premiums; (11) Failure to Reimburse Necessary Business Expenses § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq*. On November 21, 2023, Plaintiff filed her complaint. On January 25, 2024, Plaintiff filed her First Amended Complaint adding Penalties under PAGA, Labor Code § 2698 *et seq*. On April 25, 2024, Defendant removed the action to federal court, Central District Court Case No. 2:24-cv-03436-JFW-JPRx. (Kim Dec. ¶ 3.) On May 31, 2024, Plaintiff filed her Second Amended Complaint. (*Id.*) On December 20, 2024, Plaintiff's class claims were dismissed. (*Id.*) On February 5, 2025, the action was remanded back to State court. (*Id.*) On August 19, 2025, Plaintiff filed her amended PAGA notice, and on October 30, 2025, Plaintiff filed her Third Amended Complaint which is the Operative Complaint in the action. (*Id.*)

Throughout the litigation, Defendant denied, and continues to deny, any wrongdoing in regard to the alleged violations. The parties agreed to mediate, and Defendant provided the time and payroll records for Plaintiff and a sampling of 640 Aggrieved Employees as well as all applicable policies and procedures. (Kim Dec. ¶ 4.) Plaintiff engaged an expert data analyst to review Defendant's data. (*Id.*)

On January 6, 2025, the parties attended a private mediation before respected wage and hour mediator, Lonnie Giamela, Esq. (Kim Dec. ¶ 5.) After lengthy negotiations during which the parties recognized the risks and burden of continued litigation, the parties agreed to general settlement terms which were further memorialized in the long-form PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") now before the Court for approval (Kim Dec., Ex. 1.) Counsel for Plaintiff and the aggrieved employees have concluded that the Settlement reflected herein is fair, reasonable, and in the best interests of the aggrieved employees and the State and respectfully request that the Settlement be approved by the Court. (Kim Dec. ¶ 5.)

III. <u>SUMMARY OF SETTLEMENT</u>

A. Aggrieved Employees

The Settlement defines "Aggrieved Employees" as all non-exempt employees who were employed in California by defendant Mission School Transportation, Inc. at any time from November 21, 2022, through July 7, 2025 (the "PAGA Period"). (Kim Dec., Ex. 1 ¶ I(c).)

B. Settlement Fund

Defendant will pay a total settlement amount of $750,000.00 ("PAGA Gross Settlement

Amount”). (Kim Dec., Ex. 1 ¶ III(c).) This amount will be used to pay settlement administration costs and attorneys’ fees and costs. The remaining balance (“Net Settlement Amount”) shall be distributed according to Labor Code section 2699(i), with 75% distributed to the LWDA (“LWDA PAGA Payment”) and 25% distributed to the Aggrieved Employees (“Individual PAGA Payment”). (Kim Dec., Ex. 1 ¶ III (e), (h). (i).)

Under the Settlement Agreement, the PAGA Gross Settlement Amount is allocated as follows:

Settlement Administration:	$6,250.00
Attorneys’ Fees:	$250,000.00
Litigation Costs:	$7,317.94
75% to LWDA:	$364,824.05
25% to Aggrieved Employees:	$121,608.02

Each Aggrieved Employee shall receive an Individual PAGA Payment based on the number of pay periods worked during the PAGA Period. (Kim Dec., Ex. 1, ¶ III (i)) Each settlement payment by the Settlement Administrator shall be accompanied by a letter explaining why the check is being sent, substantially in the form attached as Exhibit A to the Settlement Agreement. (Kim Dec. ¶ 43.)

Defendant shall fully fund the PAGA Gross Settlement Amount of $750,000.00 by transmitting the funds to the Administrator no later than 10 days after the Effective Date, which is the later of: (a) provided that no appeal from the order approving the Settlement is filed, the day after the deadline for any appeals expires (i.e. 60 days from when the order is entered); (b) if an appeal of the order is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes, and no further review is requested; or (c) if an appeal of the order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested. (Kim Dec., Ex. 1, ¶ VI (h)(iii) and I (i).)

As required by Labor Code section 2699(l)(2), Plaintiff has submitted the proposed settlement documents to the LWDA. (Kim Dec., ¶ 44, Ex. 2.)

C. Release

The Settlement Agreement release is as follows: "Upon the date that Defendant fully funds the PAGA Gross Settlement Amount, Plaintiff, the State of California, and each Aggrieved Employee shall, for the PAGA Period, fully release and forever release and discharge Defendant, Mission School Transportation, Inc., Santa Barbara Transportation Corporation, Cascade Student Transportation, and each of their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Releasees") from all of the Released PAGA Claims as defined herein." (Kim Dec., Ex. 1 ¶ III (l).)

"Released PAGA Claims" means all claims for PAGA civil penalties that are alleged in the operative complaint in the Action, or could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative complaint in the Action, including but not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay minimum wages, (b) failure to compensate employees with all required overtime pay; (c) failure to provide employees with meal periods; (d) failure to authorize and permit employees to take rest periods; (e) failure to pay reporting time pay; (f) failure to provide accurate and complete wage statements; (g) failure to pay final wages at termination of employment; (h) failure to timely pay wages during employment; (i) failure to maintain payroll records ; (j) failure to pay split-shift premiums; (k) failure to reimburse necessary business expenses. (Kim Dec., Ex. 1 ¶ I (g).)

IV. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

The PAGA statute allows an "aggrieved employee" to bring a civil action on behalf of the State to recover civil penalties for Labor Code violations. Before bringing a civil action under PAGA, an employee must comply with Labor Code section 2699.3 by notifying the LWDA. (Labor Code § 2699, subd. (a).)

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) ("The superior court shall review and approve any settlement of any civil action pursuant to this part"). However, a PAGA claim asserted on a non-class representative basis is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3.) A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

In a PAGA case, the Court's focus is not the monetary amount which aggrieved employees or the State are to receive, but instead, whether the total settlement amount achieves the PAGA's objectives. The purpose of the PAGA is "to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." (*Ochoa-Hernandez v. Cjaders Foods, Inc*. (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777, at *4.) Penalties recovered under the PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the finding to the agency for those purposes." (Labor Code § 2699, subd. (j).)

The court "should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Many of the factors relevant to evaluate class action settlements, such as "the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount" can be "useful in evaluating the fairness of a PAGA settlement." (*Ibid*.) The trial court has broad powers to determine whether a proposed settlement is fair. (See *Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434.)

"The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement." (*In re Mega Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 458.)

This Settlement resulted from hard-fought but effective litigation. The Settlement fulfills the purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

Defendant denies and continues to deny all of the claims made by Plaintiff in this Action and contends that it acted at all relevant times in conformance with the law. (Kim Decl.,¶ 6.) Defendant contends that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Defendant prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts; that any alleged off-the-clock work was performed without Defendant's knowledge and was de minimis; that Defendant paid Plaintiff and the Aggrieved Employees at the proper rates; 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 Plaintiff 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 Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. (*Id.*)

Plaintiff estimated that the maximum potential exposure on the PAGA claim is $2,400,000, calculated by multiplying the total number of PAGA Pay Periods (24,000) by $100 per violation. (Kim Decl., ¶ 7.) Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in her 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." [1] (*Id.* at ¶ 7.)

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[1] "Stacking" penalties occurs when a civil penalty is recovered for each violation within a single pay period. The availability of stacking in a PAGA settlement is unclear because Labor Code section 2699, subdivision (f) references "a" penalty for "a" violation, while subdivision (g)

The PAGA Gross Settlement Amount of $750,000.00 is approximately 31% of the maximum potential exposure of $2,400,000. (*Id*. at ¶ 8.) The PAGA Gross Settlement Amount therefore represents a strong value at approximately $31.25 per pay period. (*Id*.)

Defendant adamantly disputes both the underlying liability and the calculation of potential penalties. Moreover, Plaintiff anticipates that Defendant would argue that the Court should exercise its discretion to significantly reduce any penalties awarded should Defendant be found liable. Labor Code section 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: "[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." Case law supports a trial court's discretion in downgrading penalties based on these factors. (See *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135-1136.) This discretion warrants a heavy discount, in that even if Plaintiff were successful and could prove the violations, there is a high likelihood that the Court would not grant the full value of the PAGA penalties. (Kim Dec. ¶ 9.)

If the Court were swayed by Defendant's arguments that it would be unjust or confiscatory to award a large amount, the Court could find that Defendant was liable but elect to award almost nothing. (See, e.g., *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 [upholding trial court's discounting of PAGA penalties by over 90%].)

In arriving at the $750,000.00 PAGA Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant's defenses to the claims and the potential manageability issues with PAGA claims at trial. (Kim Decl., ¶ 10.) Based on those considerations, Plaintiff applied a penalty of $30 per pay period to get a realistic potential exposure of $720,000.00 (24,000 pay periods x $30 penalty per pay period). (*Id.*) Moreover, there is a strong likelihood that a further reduction of the penalty to $5 per pay period as

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references "the" civil penalty on behalf of employees against whom "one or more of the alleged violations."

approved in *Carrington* would apply given Defendant's arguments as discussed above.

The PAGA Gross Settlement Amount of $750,000.00 is greater than the realistic potential exposure of $720,000.00. PAGA Counsel submits that this is a fair and reasonable 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. (*Id.* at ¶ 11.)

V. NOTICE

"[A] PAGA action is a statutory action for penalties brought as a proxy for the State," as such, "there is no need to protect absent employees' due process rights[.]" (*Williams v. Superior Court, supra,* 3 Cal.5th at p. 546.) "Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*Ochoa-Hernandez v. Cjaders Foods, Inc., supra,* 2010 WL 1340777, at *5.) A representative PAGA action need not satisfy class action requirements, and no due process concern arises from the fact that there are "nonparty aggrieved employees who are not given notice if, and an opportunity to be heard in, a representative action that is not brought a class action." (*Arias v. Superior Court, supra,* 46 Cal.4th at p. 984.) "PAGA does not make other potentially aggrieved employees parties" to the action and no "due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for a relief are not at stake." (*Williams v. Superior Court, supra,* 3 Cal. 5th at pp. 546-547.)

Even though notice is not required, subject to the Court's approval, the Settlement Administrator will send a cover letter to the Aggrieved Employees with their penalty payments explaining the nature of the checks. (Ex 1.) As such, Plaintiff is going above and beyond the requirements of PAGA.

VI. THE FEES AND COSTS ARE FAIR AND REASONABLE.

Under Labor Code section 2699(g)(1), "Any employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs." The payment to the LWDA will also benefit the State of California "for [the] education of employers and employees about their rights and responsibilities under [the Labor Code]." (Labor Code § 2699(i).)

Attorneys' fees are recoverable under both a common fund theory and a lodestar theory, as further set forth below. An appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to Plaintiff and the aggrieved employees by the settlement, not the amount claimed. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc., supra,* 557 F.2d at p. 769.)

Such 'fee spreading' assures that all those benefited by the litigation pay their fair share of obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.) "Percentage fees have traditionally been allowed in such common fund cases." (*Id.* at p. 27.) The California Supreme Court has long approved of awarding fees as a percentage of the settlement. (*Serrano, supra,* 20 Cal.3d at p. 35.) California courts have been expressly authorized to award attorneys' fees so as "to ensure that **the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation**." (*Lealao*, *supra*, 82 Cal.App.4th at p. 50.) As *Lealao* explained, in a representative action, courts must consider the amount of attorney fees typically negotiated in comparable litigation. "Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a 'reasonable fee' in such representative actions the law should "mimic the market." (*Id.* at p. 47.)

In this case, the fees are being paid from the recovery of Plaintiff and the aggrieved employees. Accordingly, the fee should be awarded to mimic fees freely negotiated in the legal marketplace for comparable common fund cases under *Lealao*. As *Lealao* acknowledged, in cases like this one, the percentage-of-the-benefit approach should be considered because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao, supra,* 82 Cal.App.4th at p. 49; see also *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270 [observing that "attorney fees awarded under the common fund doctrine are based on a 'percentage-of-the-benefit' analysis"].)

For example, in *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503, the California Supreme Court affirmed that trial courts may grant attorneys' fees in a common fund case based on a percentage of the recovery. The *Lafitte* court held, "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…convince us the percentage method is a valuable tool that should not be denied our trial courts." (*Ibid*.)

Thus, California cases, including the recent California Supreme Court ruling in *Laffitte*, have repeatedly affirmed the continued validity of percentage fee awards in representative actions. Under these principles, here a percentage of the common fund fee award is properly based on the total settlement value of $110,000. The amount of one-third is reasonable and in the range of commonly awarded fees. (*Craft v. County of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1124 [citing a study finding "that most fee awards in common fund class actions were between 20% and 40% of the gross monetary settlement"].) Accordingly, PAGA Counsel reasonably request $250,000.00, in attorneys' fees as a percentage of the total settlement amount in accordance with the terms of the Agreement. (Ex. 1 ¶ III (j).)

A. The agreement for payment of attorneys' fees should be enforced.

Negotiated, agreed-upon attorneys' fee provisions are the ideal to which the parties should strive. "A request for attorney's fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 437.) The trial court "has a responsibility to encourage agreement" on fees. (*Blum v. Stenson* (1984) 465 U.S. 886, 902 n.19.)

Here, as part of the settlement, Defendant agreed not to object to an award of one-third of the total settlement amount for attorneys' fees. Such a fee is commensurate with what the market would provide for similar services, and the Court therefore can most certainly enforce the agreement. (*Deposit Guaranty Nat. Bank, Jackson, Miss. v. Roper* (1980) 445 U.S. 326, 338.)

The bargaining between experienced counsel for the parties was informed, adversarial, and at arms-length. Such bargaining is obviously the best measure of the market for attorneys' fees in the highly specialized legal arena of wage and hour class action litigation. The requested fee award was bargained for during mediation and as part of adversarial negotiations between experienced adverse counsel. (Kim Dec. ¶ 12.) As a result, the fee agreed to by the parties should be approved.

B. The requested attorneys' fees are supported by PAGA Counsel's lodestar.

The Court in *Laffitte* indicated that the trial courts may utilize a "lodestar cross-check" to double check the reasonableness of the percentage fee award. (*Laffitte, supra,* 1 Cal.5th at p. 504.) In *Laffitte*, the Supreme Court affirmed the propriety of a lodestar cross-check where the multiplier exceeded 2. Indeed, the Court explicitly held that the lodestar is a cross check that should not override the primary use of the percentage method, noting, "A lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court's reasonableness determination; as such, it is not likely to radically alter the incentives created by a court's use of the percentage method." (*Id*. at p. 505.)

Here, the current lodestar cross-check would need only a modest multiplier to reach the equivalent of the percentage. The contemporaneous billing records for PAGA Counsel evidence that Counsel's lodestar is $150,111.50 (Kim Dec. ¶¶ 35, Exhibit 3.) Because of PAGA Counsel's swift and effective advocacy, the action settled early in the litigation, saving the resources of the Court and the parties, and awarding Aggrieved Employees payments in a timely manner. (See Stern, William L., Business & Professions Code Section 17200 Practice, Ch. 8-A, § 8:130 (Rutter 2023).) Thus, public policy supports a multiplier of the lodestar, especially because it is so low.

PAGA Counsel request an hourly rate of $1,045 for Enoch J. Kim, $975 for Natalie Haritoonian, $475 for Matthew Carraher, $475 for Antonia McKee and $475 for Jonas Agle.

(Kim Dec. ¶ 36.) A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) The court may consider other factors when determining a reasonable hourly rate, e.g., the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.)

These hourly rates are consistent with the Laffey Matrix, an inflation-adjusted methodology of attorney rates for lawyers of varying experience levels, which may be used as an "objective source for setting counsel's hourly rates." (*In re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F. Supp. 912, 921; *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 697, 702-703 [noting that reliance on "the adjusted Laffey Matrix rates requested by [prevailing party] were reasonable and appropriate for the lodestar calculation"].)

PAGA Counsel's skill and experience support the hourly rates requested. Class Counsel charge rates that are reasonable relative to prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling employment litigation. (Kim Dec. ¶ 37.)

PAGA Counsel have spent approximately 284.5 hours litigating and settling this case, which does not include additional time for attending the settlement approval hearing and overseeing the distribution of settlement funds. (Kim Dec. ¶¶ 20, 35, Exhibit 3.) Thus, PAGA Counsel requests that the Court find that these hours were reasonably expended in this litigation.

Notably, should the Court find that either PAGA Counsel's rates or hours spent are unreasonable, the lodestar cross-check on the common fund percentage can be adjusted by using a multiplier. "The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee 'by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented.'" (*Lealao, supra,* 82 Cal.App.4th at p. 26.) Multipliers in the 3-4 range are common in lodestar awards for complex wage and hour litigation. (*Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 [3.65 multiplier approved]; *Amaral v. Cintas Corporation No. 2* (2008) 163 Cal.App.4th 1157, 1174 [approving lodestar with a 1.65 multiplier].)

Accordingly, the Court may consider that PAGA Counsel competently represented the Aggrieved Employees, dealt with complex issues, obtained excellent results, and took significant risk to seek compensation for the State and Aggrieved Employees. When these factors are considered, any downward adjustment under the lodestar method can be regulated by using a multiplier to reach the percentage amount requested. Here, PAGA Counsel's lodestar requires only a modest multiplier of 1.67X. (Kim Dec. ¶ 22.)

C. The litigation costs were reasonably incurred.

Under the Agreement, the parties agreed that PAGA Counsel may seek costs and expenses supported by declaration not to exceed $10,000 from the PAGA Gross Settlement Amount. (Ex. 1, ¶ III (j).) Accordingly, PAGA Counsel requests reimbursement for actually-incurred litigation expenses and costs in the amount of $7,317.94. This requested award is less than the amount provided for in the Agreement. These litigation expenses include the expenses incurred for filing fees and expert fees, all of which are costs normally billed to and paid by the client. (Kim Dec. ¶ 40; Ex. 4.)

D. Plaintiff's individual settlement is reasonable.

Under the Agreement, the parties agreed that Plaintiff would agree to a general release of all claims in exchange for the sum of $7,500.00. This sum constitutes only 1% of the entire Gross Settlement Amount and is justified and appropriate compensation for not only her general release, but also for her time, effort, and sacrifice in bringing representative claims on behalf of all those similarly aggrieved. (Kim Decl., ¶ 42, Declaration of Twyana Lanette Paulk, ¶¶ 1-8.) Plaintiff's efforts have promoted the policies underlying the statutory schemes upon which Plaintiff's PAGA claims are based and conferred a significant benefit upon the State and Aggrieved Employees. Approving the requested payment will promote the important public policies underlying Plaintiff's PAGA claims. (See *Ingram v. The Cola-Cola Conpany* (N.D.

Georgia 2001) 200 F.R.D. at 694 [holding that rewarding the named plaintiffs creates the proper incentive for individuals to come forward and undertake the effort needed to challenge illegal workplace policies.])

VII. THE COURT SHOULD APPROVE THE COSTS OF ADMINISTRATION

The parties agreed to use Phoenix Settlement Administrators ("Phoenix") as the third-party settlement administrator in this case. (Kim Decl., ¶ 43, *Declaration of Jodey Lawrence*, ¶¶ 4, 15.) Phoenix 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.*) Phoenix capped its fees at $6,250.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, Phoenix's costs for administering this Settlement are fair and reasonable. (*Id.*)

VIII. CONCLUSION

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. Plaintiff respectfully requests that the Court approve the Settlement and order that the Settlement is carried out according to the terms of the Settlement Agreement.

Dated: December 2, 2025 D.LAW, INC.

By: ______________________________

Emil Davtyan, Esq.
David Yeremian, Esq.
Natalie Haritoonian, Esq.
Enoch J. Kim, Esq.
Matthew Carraher, Esq.
Antonia McKee, Esq