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

DAVID SANDOVAL, on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”);

Plaintiff,

v.

MAMMOTH ELECTRIC, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CIVSB2408158

Assigned for All Purposes to:
Honorable Michael A. Sachs
Department 28

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

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (David Sandoval);
Declaration of Jodey Lawrence; and [Proposed]
Order filed concurrently herewith]

Hearing Date: January 29, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 28

Complaint Filed: March 11, 2024
FAC Filed: August 1, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 29, 2026 at 8:30 a.m., or as soon as thereafter
2 as the matter may be heard, before the Honorable Michael A. Sachs in Department 28 of the San
3 Bernardino County Superior Court located at 247 West Street, San Bernardino, California 92415,
4 Plaintiff David Sandoval (“Plaintiff”) will and hereby does move for entry of an order and
5 judgment approving the Settlement Agreement (“Settlement Agreement,” “Settlement,” or
6 “Agreement”), attached as **Exhibit 2** to the Declaration of Douglas Han, pursuant to Labor Code
7 section 2699(l).

8 This motion is based upon this notice of motion and motion; Settlement Agreement;
9 Declaration of Plaintiff’s Counsel (Douglas Han), Declaration of Plaintiff (David Sandoval), and
10 Declaration of Jodey Lawrence in support thereof; Proposed Order approving the Settlement
11 Agreement; pleadings and other records on file with the Court in this matter; and such evidence
12 and oral argument as may be presented.

13
14 Dated: October 28, 2025

JUSTICE LAW CORPORATION

15 By 
16 Douglas Han
17 *Attorneys for Plaintiff*

TABLE OF CONTENTS

I.	SUMMARY OF MOTION.....	9
II.	PROCEDURAL HISTORY	9
III.	SUMMARY OF THE SETTLEMENT TERMS.....	9
A.	Allocation of the Gross Settlement Amount.....	9
B.	Distribution of the PAGA Penalties Fund	10
C.	The Scope of the Release in the Settlement Agreement.....	10
D.	No Right to Object to or Opt Out of the Settlement	11
IV.	STANDARD FOR APPROVAL OF PAGA SETTLEMENT	11
V.	THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED	12
A.	The Factors Giving Rise to a Presumption of Fairness Exist	12
B.	The Relative Strength of the PAGA Claim and Range of Possible Outcomes....	13
C.	The Settlement Avoids Risky, Complex, and Lengthy Litigation.....	15
D.	The Settlement is Fair, Adequate, and Reasonable.....	15
E.	Experience and Views of Plaintiff’s Counsel	16
VI.	APPROVAL OF THE ATTORNEYS’ FEES AWARD	16
A.	A Fee Award of a Percentage of the Entire Fund is Appropriate	16
B.	The Attorneys’ Fees Award is Reasonable Based on the Factors Considered	18
1.	The Results Obtained.....	18
2.	The Risks Undertaken.....	19
3.	The Difficulty of the Litigation.....	19
4.	The Skill Displayed and Quality of Work	20
C.	The Lodestar Methodology Justifies the Attorneys’ Fees Award	21
1.	Work Performed for a Reasonable Number of Hours	21
2.	The Hourly Rates are Reasonable.....	22
VII.	THE LITIGATION COSTS AWARD SHOULD BE APPROVED	22
VIII.	THE ENHANCEMENT PAYMENT SHOULD BE APPROVED.....	22
IX.	THE ADMINISTRATION COSTS SHOULD BE APPROVED	23

X.	CONCLUSION.....	23
----	-----------------	----

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.</i>	
(2009) 46 Cal.4th 993	11
<i>Arias v. Sup. Ct.</i>	
(2009) 46 Cal.4th 969	10, 11, 12
<i>Bell v. Farmers Ins. Exch.</i>	
(2004) 115 Cal.App.4th 715	22
<i>Bernstein v. Virgin Am., Inc.</i>	
(9th Cir. 2021) 3 F.4th 1127	13
<i>Boyd v. Bechtel Corp.</i>	
(N.D. Cal. 1979) 485 F.Supp.610	13
<i>Camden I Condo. Ass’n, Inc., v. Dunkel</i>	
(11th Cir. 1991) 946 F.2d 768	18
<i>Carrington v. Starbucks Corp.</i>	
(2018) 30 Cal.App.5th 504.....	14
<i>Casida v. Sears Holdings Corp.</i>	
(E.D. Cal. Jan. 26, 2012) 2012 WL 253217	12
<i>Cates v. Chiang</i>	
(2013) 213 Cal.App.4th 791	19
<i>Clark v. Am. Residential Servs., LLC</i>	
(2009) 175 Cal.App.4th 785	22
<i>Class Plaintiffs v. City of Seattle</i>	
(9th Cir. 1992) 955 F.2d 1268	15
<i>Consumer Privacy Cases</i>	
(2009) 175 Cal.App.4th 545	17
<i>Elliot v. Spherion Pac. Work, LLC</i>	
(C.D. Cal. 2008) 572 F.Supp.2d 1169	14

Cases	Page(s)
<i>Estrada v. FedEx Ground Package Sys. Inc.</i>	
(2007) 154 Cal.App.4th 1	17
<i>Fireside Bank v. Sup. Ct.</i>	
(2007) 40 Cal.4th 1069	11
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	14
<i>Ingram v. The Coca-Cola Co.</i>	
(N.D. Ga. 2001) 200 F.R.D. 685.....	22
<i>Iskanian v. CLS Trans. Los Angeles, LLC</i>	
(2014) 58 Cal.4th 348	11
<i>Ketchum v. Moses</i>	
(2001) 24 Cal.4th 1122	19, 21
<i>Kirkorian v. Borelli</i>	
(N.D. Cal. 1988) 695 F.Supp.446	13
<i>Laffitte v. Robert Half Int’l, Inc.</i>	
(2016) 1 Cal.5th 480	17, 18, 19
<i>Lealao v. Beneficial Cal., Inc.</i>	
(2000) 82 Cal.App.4th 19	17, 18, 19, 20
<i>Moniz v. Adecco USA, Inc.</i>	
(2021) 72 Cal.App.5th 56	12
<i>Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.</i>	
(C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523.....	15
<i>Nordstrom Commissions Cases</i>	
(2010) 186 Cal.App.4th 576	14
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i>	
(N.D. Cal. Apr. 2, 2010) 2010 WL 3570777	11, 12
///	

Cases	Page(s)
<i>Officers for Justice v. Civil Serv. Comm’n</i>	
(9th Cir. 1981) 688 F.2d 615	15
<i>Pedroza v. PetSmart, Inc.</i>	
(C.D. Cal. Jan. 28, 2013) 2013 WL 1490667	12
<i>Richmond v. Dart Indus., Inc.</i>	
(1981) 29 Cal.3d 462	11
<i>Satchell v. Fed. Express Corp.</i>	
(N.D. Cal. Apr. 13, 2007) 2007 WL 1114010	13
<i>Serrano v. Priest</i>	
(1977) 20 Cal.3d 25	21
<i>Thomas v. Aetna Health of Cal., Inc.</i>	
(E.D. Cal. June 2, 2011) 2011 WL 2173715	12
<i>Thurman v. Bayshore Transit Mgmt., Inc.</i>	
(2012) 203 Cal.App.4th 1112	13
<i>Vo v. Las Virgenes Municipal Water Dist.</i>	
(2000) 79 Cal.App.4th 440	21
<i>Wershba v. Apple Computer, Inc.</i>	
(2001) 91 Cal.App.4th 224	12, 17
<i>Williams v. Sup. Ct.</i>	
(2017) 3 Cal.5th 531	11, 12
Statutes	
Code of Civil Procedure § 1021.5.....	17
Labor Code § 201.....	14
Labor Code § 202.....	14
Labor Code § 203.....	14
Labor Code § 204.....	14
Labor Code § 210.....	14

1	Statutes	Page(s)
2	Labor Code § 218.5.....	14
3	Labor Code § 221.....	14
4	Labor Code § 226(a)-(c)	14
5	Labor Code § 226.3.....	14
6	Labor Code § 226.7.....	14
7	Labor Code § 246.....	14
8	Labor Code § 432.5.....	14
9	Labor Code § 510.....	14
10	Labor Code § 512(a)	14
11	Labor Code § 551.....	14
12	Labor Code § 552.....	14
13	Labor Code § 558.....	14
14	Labor Code § 1174(d)	14
15	Labor Code § 1194.....	14
16	Labor Code § 1197.....	14
17	Labor Code § 1197.1.....	14
18	Labor Code § 1198.....	14
19	Labor Code § 1198.5.....	14
20	Labor Code § 2699.3.....	11
21	Labor Code § 2699(a)	11
22	Labor Code § 2699(e)(2).....	11
23	Labor Code § 2699(g)(1)	17
24	Labor Code § 2699(i)	9, 16, 18
25	Labor Code § 2699(j)	12
26	Labor Code § 2699(l).....	2
27	Labor Code § 2699(l)(2)	12
28	Labor Code § 2800.....	14

1 Labor Code § 2802..... 14

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff seeks approval of the Settlement Agreement entered between Plaintiff and Defendant Mammoth Electric, Inc. (“Defendant”). Plaintiff entered the Settlement Agreement on behalf of himself and all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from November 22, 2022, through the date of approval of this Agreement.

II. PROCEDURAL HISTORY

On November 20, 2023, Plaintiff provided a written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant. On March 11, 2024, Plaintiff filed a representative Private Attorneys General Act of 2004 (“PAGA”) action against Defendant.¹

After engaging in discovery, investigations, and negotiations, on July 24, 2025, the Parties participated in mediation with the mediator Deborah Saxe that resulted in a settlement.²

III. SUMMARY OF THE SETTLEMENT TERMS

A. Allocation of the Gross Settlement Amount

The Settlement provides that Defendant will pay a non-reversionary Gross Settlement Amount of \$390,000. The PAGA Penalties Fund will be the Gross Settlement Amount less: (1) Attorneys’ Fees Award of \$136,500; (2) Litigation Costs Award of \$25,521.16; (3) Enhancement Payment of \$10,000; and (4) Administration Costs of \$5,000.³

The current amount of the PAGA Penalties Fund is estimated to be \$212,978.84. Seventy-five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA Payment pursuant to Labor Code section 2699(i). The remaining twenty-five percent (25%) of the PAGA Penalties Fund will be distributed to the Settlement Group Members.⁴

¹ (Declaration of Douglas Han (“Han Decl.”), ¶ 10; Exhibits 8, 9.)

² (*Id.* at ¶¶ 11-15.)

³ (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han (“Settlement Agreement”), §§ 8(a), 8(b).)

⁴ (Settlement Agreement, *supra*, at § 8(b)(v).)

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

2 Defendant shall provide the Settlement Administrator a list of Settlement Group Members
3 in the manner and timeline set forth in the Agreement. The Gross Settlement Amount will be
4 deposited into a qualified settlement fund created by the Settlement Administrator and will be
5 disbursed to the appropriate entities and persons in the manner and timeline set forth in the
6 Agreement. The uncashed settlement checks will be directed to the California State Controller
7 for deposit in the Unclaimed Property Fund in the name of the Settlement Group Member.⁵

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

9 Upon Defendant’s full funding of the Gross Settlement Amount, Plaintiff, LWDA, and all
10 Settlement Group Members are deemed to release, on behalf of themselves and their former and
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
12 Released Parties from all claims for PAGA penalties that were alleged, or could have been
13 alleged, based on the facts stated in the operative complaint and PAGA Notice that occurred
14 during the Settlement Period.⁶ (*Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 980, 986 [a plaintiff suing
15 under PAGA “does so as the proxy or agent of the state’s labor law enforcement agencies,” and,
16 as such, “represents the same legal right and interest as state labor law enforcement agencies ...
17 .”].) A judgment in a PAGA action “binds not only that [plaintiff] employee but also the state
18 labor law enforcement agencies.” (*Ibid.*) Furthermore, “[b]ecause an aggrieved employee’s action
19 under [PAGA] functions as a substitute for an action brought by the government itself, a judgment
20 in that action binds all those, including nonparty aggrieved employees, who would be bound by
21 a judgment in an action brought by the government.” (*Ibid.*) “Accordingly, with respect to the
22 recovery of civil penalties, nonparty employees as well as the government are bound by the
23 judgment in an action brought under [PAGA]” (*Arias v. Sup. Ct., supra*, 46 Cal.4th at p. 986.)

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27 ⁵ (Settlement Agreement, *supra*, at § 8.)

28 ⁶ (*Id.* at § 9.)

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 ...
3 there is no need to protect absent employees’ due process rights[.]” (*Williams v. Sup. Ct.* (2017)
4 3 Cal.5th 531, 546.) “Unnamed employees need not be given notice of the PAGA claim, nor do
5 they have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v.*
6 *CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 3570777, at *5.) “PAGA does not
7 make other potentially aggrieved employees parties” and no “due process concerns arise under
8 PAGA because absent employees do not own a personal claim for PAGA civil penalties and
9 whatever personal claims the absent employees might have for relief are not at stake.” (*Williams*,
10 at pp. 546-547 (internal references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-*
11 *CIO v. Sup. Ct.* (2009) 46th Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles, LLC*,
12 (2014) 58 Cal.4th 348, 381.)) “[A]bsent fellow employees will be bound by the outcome of any
13 PAGA action[.]” (*Williams*, at p. 548 (internal references omitted, citing *Arias v. Sup. Ct., supra*,
14 46 Cal.4th at pp. 980-981; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond*
15 *v. Dart Indus., Inc.* (1981) 29 Cal, 3d 462, 474.)

16 Consistent with this law, the Settlement Agreement does not have a procedure for the
17 Settlement Group Members to object to or exclude themselves from the Settlement Agreement.

18 **IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT**

19 The PAGA allows an “aggrieved employee” to bring a civil action on behalf of themself,
20 other aggrieved employees, and State of California to recover civil penalties with respect to
21 provisions of the Labor Code that do not provide for civil penalties. Before bringing a civil action
22 under PAGA, an employee must comply with Labor Code section 2699.3. (Lab. Code § 2699(a).)
23 A court “may award a lesser amount than the maximum civil penalty amount specified by this
24 part if, based on the facts and circumstances of the particular case, to do otherwise would result
25 in an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Id.* at § 2699(e)(2).)

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1 The settlement of a PAGA claim requires court approval. (Lab. Code § 2699(1)(2).) “A
2 PAGA claim asserted on a non-class representative basis . . . is not considered a class action but
3 a law enforcement action” and does not have to meet the requirements of a class action. (*Casida*
4 *v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna*
5 *Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias v. Sup. Ct., supra*,
6 46 Cal.4th at pp. 980-988 (affirming lower court’s holding that “plaintiff need not satisfy class
7 action requirements” to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013)
8 2013 WL 1490667, at *15.) A court’s review of a PAGA settlement involves analysis of several
9 unique features that render the approval process distinct from approval of a class action
10 settlement. A court reviewing a PAGA settlement only needs to “ensur[e] that a negotiated
11 resolution is fair to those affected.” (*Williams v. Sup. Ct., supra*, 3 Cal.5th at p. 549 (citing Lab.
12 Code § 2699(1)(2)).) The Court of Appeal has held that “a trial court should evaluate a PAGA
13 settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes
14 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
15 labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

16 The Court’s focus is on whether the total settlement amount achieves PAGA’s objectives.
17 PAGA’s purpose “to incentivize private parties to recover civil penalties for the government that
18 otherwise may not have been assessed and collected by overburdened state enforcement
19 agencies.” (*Ochoa-Hernandez, supra*, 2010 WL 3570777, at *4 (citing *Arias v. Sup. Ct., supra*,
20 46 Cal.4th at p. 986).) The penalties recovered under the PAGA are, in part, to “be distributed to
21 the [LWDA] for enforcement of labor laws . . . and for education of employers and employees
22 about their rights and responsibilities under this code, to be continuously appropriated to
23 supplement and not supplant the funding to the agency for those purposes.” (Lab. Code § 2699(j).)

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

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

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

1 The Court should give considerable weight to the competency, experience, and opinion
2 of counsel and involvement of a neutral mediator in assuring that the Settlement is a product of
3 hard-fought negotiations that was entered without collusion. (*Kirkorian v. Borelli* (N.D. Cal.
4 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight);
5 *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-617, 622 (recommendations of
6 Plaintiff's Counsel should be given a presumption of reasonableness); see also *Satchell v. Fed.*
7 *Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating the "assistance of an
8 experienced mediator in the settlement process confirms that the settlement is non-collusive").)

9 The Settlement Agreement is presumptively fair. This is because the Settlement
10 Agreement: (1) is the product of non-collusive, arm's-length negotiations; (2) was negotiated by
11 counsel with experience in wage-and-hour litigation; and (3) occurred after the Parties' counsel
12 engaged in thorough investigation of the strengths of this case and risks of continued litigation.

13 **B. The Relative Strength of the PAGA Claim and Range of Possible Outcomes.**

14 Defendant maintained that it had compliant employment policies and practices throughout
15 the statutory period. If this case had not been settled, Defendant would have challenged Plaintiff's
16 standing as Settlement Group Members and denied that the other employees were aggrieved.
17 Defendant further argued that the Court was unlikely to assess cumulative penalties for the
18 maximum number of possible separate Labor Code violations because the "subsequent violation"
19 theory of PAGA recovery would not be triggered in this case, and it would be unjust, arbitrary,
20 oppressive, and/or confiscatory. (See e.g. *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th
21 1127, 1144.) Defendant even asserted that PAGA penalties are not mandatory but permissive and
22 discretionary and maintained that it had a strong argument that it would be unjust to award the
23 maximum PAGA penalties. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th
24 1112 [reducing penalties by 30% under this authority].)⁷

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28 ⁷ (Han Decl., *supra*, at ¶¶ 19-22.)

1 The provisions of the Labor Code triggering PAGA penalties include, but are not limited
2 to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a)-(c), 226.3, 226.7, 246, 432.5,
3 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802. To recover
4 civil penalties, it must be proven that the underlying Labor Code violations with respect to the
5 Settlement Group Members and show that Defendant's conduct gave rise to penalties. (See e.g.
6 *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181-1182.)⁸

7 If the PAGA penalties are granted on any of the violations alleged in the operative
8 complaints using a one hundred percent (100%) violation rate based on the forty-eight (48)
9 average pay periods during the one-year statutory period, the penalties exposure for the eligible
10 pay periods could be about **\$806,400** ([48 average pay periods x \$100 per penalty] x 168
11 employees). But when considering Defendant's defenses and counterarguments and limiting the
12 potential exposure to the initial violation only, Plaintiff alleges that the PAGA penalties could be
13 about **\$16,800** (168 employees x \$100 initial violation) on the low end and **\$117,600** (168
14 employees x \$100 initial violation x 7 theories of recovery) on the high end.⁹

15 Plaintiff recognized the risk that any PAGA award could be reduced, and many of the
16 claimed Labor Code violations underlying the PAGA claim were cumulative. Thus, the Gross
17 Settlement Amount to the PAGA penalties was reasonable and significant. When the PAGA
18 penalties are negotiated in good faith and "there is no indication that [the] amount was the result
19 of self-interest at the expense of other Class Members," such amounts are generally considered
20 reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist.
21 LEXIS 33900 at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 ("[T]rial
22 court did not abuse its discretion in approving a settlement which does not allocate any damages
23 to the PAGA claims.")) Plaintiff's Counsel negotiated an average of **\$48.45** in penalties per pay
24 period, which would be fair and reasonable [\$390,000 ÷ 8,050 total pay periods in Settlement
25 Period]. Considering recent cases justifying \$5 per pay period (see e.g. *Carrington v. Starbucks*
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27 ⁸ (Han Decl., *supra*, at ¶ 23.)

28 ⁹ (*Id.* at ¶¶ 24-27.)

Corp. (2018) 30 Cal.App.5th 504), this recovery is fair and reasonable.¹⁰

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

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

The Parties utilized the pre-mediation period to investigate the veracity, strength, and scope of the PAGA claim. The Parties conducted discovery and exchanged documents and data to mediate the claims related to the Labor Code violations and relevant defenses, as well as to assess the potential value and strength of the PAGA claim. Plaintiff’s Counsel determined that pursuing a settlement was preferable to taking the uncertain and potentially risky trial route. Even if a similar settlement could have been negotiated down the line, it would have been diminished by additional costs and expenses incurred. Thus, the Settlement provides immediate recovery rather than the mere possibility of recovery at an unspecified future date.¹¹

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

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

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¹⁰ (Han Decl., *supra*, at ¶ 28.)

¹¹ (*Id.* at ¶¶ 11-15.)

1 The Settlement provides a significant monetary benefit to the LWDA and Settlement
2 Group Members. The proposed plan of allocation of the PAGA Penalties Fund to the LWDA and
3 Settlement Group Members also fully complies with Labor Code section 2699(i). Furthermore,
4 Plaintiff and Plaintiff's Counsel acknowledge the expense, duration, risk, and uncertainty
5 associated with the continued proceedings required to litigate this dispute. As previously
6 mentioned, to recover civil penalties, Plaintiff would need to demonstrate that the Settlement
7 Group Members experienced the underlying Labor Code violations and that Defendant's actions
8 resulted in the penalties. This process could extend over a period of several months or even years.
9 Plaintiff and Plaintiff's Counsel have also considered Defendant's agreement to settle in a manner
10 that provides substantial and immediate relief. Thus, Plaintiff and Plaintiff's Counsel concluded
11 that the Settlement constitutes a fair, adequate, and reasonable resolution.¹²

12 **E. Experience and Views of Plaintiff's Counsel.**

13 Plaintiff's Counsel are experienced in complex representative and class action wage-and-
14 hour litigation. Plaintiff's Counsel believe that the benefit conferred by the Settlement is fair and
15 reasonable and in the best interests of the LWDA and Settlement Group Members.¹³

16 **VI. APPROVAL OF THE ATTORNEYS' FEES AWARD.**

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

18 The Settlement Agreement provides for the payment of Attorneys' Fees Award of
19 \$136,500 (35% of the Gross Settlement Amount) to Plaintiff's Counsel. The Attorneys' Fees
20 Award is commensurate with the: (1) risks undertaken; (2) time, effort, and expense dedicated;
21 (3) skills and determination shown; (4) results achieved; and (5) other cases turned down.

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27 ¹² (Han Decl., *supra* at ¶¶ 19-22, 37.)

28 ¹³ (*Id.* at ¶¶ 2-7; Exhibit 1.)

1 The propriety of calculating and awarding attorneys’ fees as a percentage of a monetary
2 fund preserved or recovered for the benefit of others has been confirmed by the California
3 Supreme Court. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 486, 506.) While trial
4 courts have discretion to apply either a lodestar method or percentage of-the-fund method, the
5 California Supreme Court has taken the position that trial courts “retain the discretion to forgo a
6 lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage
7 fee[.]” and “[t]he percentage of fund method survives in California.” (*Ibid.* (internal quotes
8 omitted); see also *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 253.)

9 The percentage fee method is preferred in representative actions because “it better
10 approximates the workings of the marketplace than the lodestar approach.” (*Lealao v. Beneficial*
11 *Cal., Inc.* (2000) 82 Cal.App.4th 19, 48.) California law provides that the award for attorneys’
12 fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable
13 litigation based on the result achieved and risk incurred. (*Lealao*, at pp. 47, 50; *Laffitte v. Robert*
14 *Half Int’l, Inc.*, *supra*, 1 Cal.5th at p. 503.) In cases where the agreement provides the defendant
15 agrees to pay the attorneys a percentage of the fund created by the agreement, use of that
16 percentage method is appropriate. (*Lealao*, at p. 32.) The fees in class and representative actions
17 should approximate the probable terms of a contingent fee contract negotiated by a sophisticated
18 attorney and client. (*Id.* at p. 48.) “The ultimate goal ... is the award of a ‘reasonable’ fee to
19 compensate counsel for their efforts, irrespective of the method of calculation.” (*Consumer*
20 *Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558 (quotation omitted).)

21 Plaintiff’s Counsel are entitled to recover reasonable attorneys’ fees and costs as a matter
22 of right. (Lab. Code § 2699(g)(1).) Plaintiff’s Counsel are entitled to fees and costs under Code
23 of Civil Procedure section 1021.5 as this case is by definition “for the benefit” of others and has
24 secured monetary awards for the Settlement Group.¹⁴ The payment to the LWDA will benefit the
25 agency in enforcing labor laws and educating “employers and employees about their rights and

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27 ¹⁴ (*Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17
28 (recognizing that recovery obtained on behalf of 209 individual satisfies the “significant benefit,”
“public interest,” and “large class of persons” requirements of Code of Civil Procedure section
1021.5, regardless of plaintiff’s personal motivation).)

responsibilities under [the Labor Code].” (Lab. Code § 2699(i).)

B. The Attorneys’ Fees Award is Reasonable Based on the Factors Considered.

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

1. *The Results Obtained*

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

The results obtained herein are reasonable as Plaintiff’s Counsel obtained a settlement of \$390,000 without the need for extended litigation. If this case went to trial, there was no guarantee that the trial would have been short or that either party would have prevailed. Even if the Parties reached a similar settlement, it would have been undercut by additional expenses incurred. Resolution of this dispute at this stage is preferred as the Parties were moving to the phase where significant time and money would inevitably have to be spent to prepare for trial.

By avoiding the uncertainties associated with conducting trial and Defendant’s responses to the allegations, Plaintiff’s Counsel obtained those results more quickly and surely than if the matter had been litigated to final resolution. Under the law, this factor supports the Attorneys’ Fees Award. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

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1 **2. The Risks Undertaken**

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. This meant that no recovery would have
9 equated to no compensation for 253.8 hours of work and \$25,521.16 in litigation costs incurred.
10 Several factors also made this case difficult, thereby contributing to the risks undertaken. These
11 factors included, among others: (i) difficulties in pinning down job responsibilities, wages paid,
12 and meal and rest breaks taken; (2) number of documents that had to be analyzed; (3) shifting
13 wage-and-hour laws; (4) engaging with motions practice with Defendant; (5) Defendant
14 conducting its business in different locations; (6) Defendant’s resistance to the relief sought.¹⁵

15 Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are
16 assuming less risks. (See e.g. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133.) The
17 contingent risks are a major factor when determining attorneys’ fees. (See e.g. *Laffitte v. Robert*
18 *Half Int’l, Inc., supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks
19 and contingency involved in awarding 33 and 1/3% fee).)

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

21 The unsettled nature of the law, factual complexities underlying the policies and practices
22 in place, and other issues made this case complex and difficult. Plaintiff’s Counsel overcame
23 these obstacles by obtaining a settlement that is fair, adequate, and reasonable. Plaintiff’s Counsel
24 negotiating a reasonable settlement despite these roadblocks speaks volumes of their skill and
25 experience. (*Lealao v. Beneficial Cal., Inc., supra*, 82 Cal.App.4th at p. 42 (“special skill and
26 experience of counsel” is a relevant factor when determining fee award).)

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28 ¹⁵ (Han Decl., *supra*, at ¶¶ 29, 31, 32, 35.) 20

1 Due to the difficulty of this case, Plaintiff's Counsel devoted several hours to this matter.
2 The Task & Time Chart sets forth the hours, allocating the total time to the tasks required to
3 conclude this lawsuit. As stated in the previous section, this was not a clear-cut case. Plaintiff's
4 Counsel had to overcome roadblocks and obstacles before they could reach the settlement, which
5 further illustrates the difficulty of this case.¹⁶

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

7 The level of skill displayed and excellent quality of work it produced justify the
8 Attorneys' Fees Award. Plaintiff's Counsel are skilled and experienced representatives and class
9 action wage-and-hour litigators, and the Task & Time Chart illustrates this assertion.

10 Plaintiff's Counsel used the pre-mediation time to investigate the veracity, strength, and
11 scope of the PAGA claim and to prepare for representative adjudication. This included: (1)
12 engaging in case strategy and analysis; (2) drafting, reviewing, and revising pleadings, motions,
13 and mediation brief; (3) preparing for and appearing at court proceedings; (4) calculating potential
14 damages for mediation purposes; (5) preparing for and attending mediation and settlement
15 negotiations; and (6) working with Defendant's counsel to draft and finalize the Settlement
16 Agreement (and exhibit). Plaintiff's Counsel also undertook the arduous task of locating and
17 interviewing putative aggrieved employees to verify there were any individualized issues.¹⁷

18 Plaintiff's Counsel's accumulated skill and expertise contributed to the Settlement in this
19 case. Under California law, this factor (skills displayed and quality of work) supports the
20 Attorneys' Fees Award. (*Lealao v. Beneficial Cal., Inc., supra*, 82 Cal.App.4th at p. 51.)

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27 ¹⁶ (Han Decl., *supra*, at ¶ 31; Exhibit 3.)

28 ¹⁷ (Han Decl., *supra*, at ¶ 13.)

1 **C. The Lodestar Methodology Justifies the Attorneys’ Fees Award.**

2 When a common fund is involved, courts may use the lodestar method. A court tasked
3 with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure,
4 which is the time reasonably spent multiplied by the reasonable hourly compensation of the
5 attorneys. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court may then adjust, increase, or
6 decrease that figure after considering factors like the novelty and complexity of the issues, skill
7 and expertise, extent the litigation precluded other employment, and risk involved. (*Id.* at p. 49.)

8 Based on the 253.8 hours worked, the base lodestar fees calculation is \$211,450, resulting
9 in a negative multiplier of 0.65 when cross-checked to the Attorneys’ Fees Award.¹⁸

10 **1. *Work Performed for a Reasonable Number of Hours.***

11 Counsel is entitled to compensation for every hour reasonably spent. (*Ketchum v. Moses*,
12 *supra*, 24 Cal.4th at p. 1133.) The reasonableness is assessed by “the entire course of the
13 litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the
14 trial itself[.]” (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

15 This matter required a significant amount of time and labor. The Task & Time Chart
16 evidenced the numerous tasks that were performed to seek all necessary information. The Task
17 & Time Chart further illustrates that Plaintiff’s Counsel spent a reasonable number of hours
18 working on this case, thereby demonstrating the application for attorneys’ fees is reasonable.¹⁹

19 The case involved, among other things, gathering and analyzing data from Defendant and
20 other sources. Plaintiff’s Counsel undertook intense preparation to resolve the entire matter
21 through mediation. These preparations ranged from locating and interviewing putative aggrieved
22 employees, engaging in motions practice, gathering and reviewing a myriad of documents,
23 determining the scope of the Settlement Group, verifying the strengths of the PAGA claim, etc.

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27 ¹⁸ (Han Decl., *supra*, at ¶¶ 32, 34.)

28 ¹⁹ (Han Decl., *supra*, at ¶ 31; Exhibit 3.)

1 **2. *The Hourly Rates are Reasonable.***

2 Plaintiff's Counsel's hourly rates are supported by the 2022 Real Rate Report that was
3 compiled by Wolters Kluwer, which surveyed the hourly rates charged in 2022 by hundreds of
4 attorneys in California. Plaintiff's Counsel's hourly rates are also in line with the Laffey Matrix.
5 Plaintiff's Counsel's hourly rates are also reasonable for the following reasons: (1) several courts
6 in California have awarded Plaintiff's Counsel fees at similar rates; (2) comparable hourly rates
7 for similar services have been deemed reasonable in several cases in California; and (3) surveys
8 of legal rates have supported Plaintiff's Counsel's hourly rates. This shows that Plaintiff's
9 Counsel's hourly rates used for the lodestar calculation are well within the range of non-
10 contingent rates charged by comparable attorneys performing similar work in California.²⁰

11 **VII. THE LITIGATION COSTS AWARD SHOULD BE APPROVED**

12 The Settlement Agreement allows for Litigation Costs Award of up to \$30,000. Plaintiff's
13 Counsel incurred \$25,521.16 litigation in costs and expenses. Plaintiff's Counsel request that the
14 Court order the reimbursement of these costs and expenses.²¹

15 **VIII. THE ENHANCEMENT PAYMENT SHOULD BE APPROVED**

16 The Settlement Agreement provides for the payment of the Enhancement Payment of
17 \$10,000 to Plaintiff for the services and contributions on behalf of the Settlement Group. The
18 purpose of such an award is to incentivize plaintiffs to step into the shoes of the state labor agency
19 and undertake the risks associated with initiating a lawsuit and serving in a representative
20 capacity. (*Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service payments"
21 compensate named plaintiff "for [her] efforts in bringing the action"); *Clark v. Am. Residential*
22 *Servs., LLC* (2009) 175 Cal.App.4th 785, 804 ("an incentive award is appropriate 'if it is
23 necessary to induce an individual to participate in the suit'"); accord *Ingram v. The Coca-Cola*
24 *Co.* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (internal quotation marks omitted) ("Courts routinely
25 approve incentive awards to compensate named plaintiffs for the services they provided and the
26 risks they incurred during the course of the [...] litigation."))

27 ²⁰ (Han Decl., *supra*, at ¶¶ 32-34; Exhibits 4, 5.)

28 ²¹ (*Id.* at ¶ 35; Exhibit 6.)

1 Plaintiff time and effort in locating and producing relevant documents and past
2 employment records, reviewing relevant documents, and providing the facts and evidence
3 supporting the allegations. Plaintiff was available whenever needed by Plaintiff's Counsel and
4 actively tried to obtain and provide as much information as possible. Plaintiff spent hours
5 speaking with Plaintiff's Counsel about the alleged violations, discussing the work experiences
6 and work environment, helping Plaintiff's Counsel develop a strategy to obtain additional
7 documents, aiding Plaintiff's Counsel to determine the importance of the documents produced,
8 and reviewing the operative complaints, answer, and Settlement Agreement (and exhibit).
9 Plaintiff also made himself available all day to participate in and assist with mediation.²²

10 Plaintiff was advised of and accepted the risks and sacrifices associated with serving as
11 the named plaintiff. Plaintiff is also not related to anyone associated with Plaintiff's Counsel.
12 This is further proof that Plaintiff's interests are not adverse to the Settlement Group Members.²³

13 **IX. THE ADMINISTRATION COSTS SHOULD BE APPROVED**

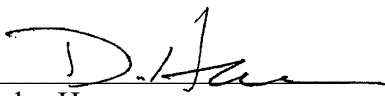
14 The Agreement provides for the payment of Administration Costs of up to \$5,000. The
15 Administration Costs are intended to cover the costs incurred by the Settlement Administrator for
16 performing its duties outlined in the Agreement. Plaintiff's Counsel have previously worked with
17 the Settlement Administrator and are familiar with its superior reputation and work.

18 **X. CONCLUSION**

19 The Settlement Agreement is fair, adequate, and reasonable, as it represents a reasonable
20 compromise. Plaintiff requests that the Court approve the Settlement Agreement, including the
21 plan of allocation and distribution of the above-mentioned payments.

23 Dated: October 28, 2025

JUSTICE LAW CORPORATION

24 By: 
25 Douglas Han
26 Attorneys for Plaintiff

27 ²² (Han Decl., *supra*, at ¶ 36; Declaration of David Sandoval ("Sandoval Decl."), ¶¶ 6-10.)

28 ²³ (Han Decl., *supra*, at ¶ 36; Sandoval Decl., *supra*, at ¶¶ 11-13.)

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