John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
William M. Pao (SBN 219846)
william.pao@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff
STEVEN ERICSON and CHRISTOPHER LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

COMPLEX CIVIL LITIGATION

STEVEN ERICSON and CHRISTOPHER LOPEZ, individually, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

TGH EMPLOYEES LLC, a Nevada limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00001694-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO: Hon. Judy Bae, Dept. C-62

PAGA REPRESENTATIVE ACTION

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

PAGA APPROVAL HEARING
DATE: March 30, 2027
TIME: 9:10 a.m.
DEPT.: C-62

Action Filed: January 11, 2024
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 30, 2027, at 9:10 a.m., or as soon thereafter as the matter may be heard in Department C-62 of the above-entitled Court, located at 330 West Broadway, San Diego, CA 92101, Plaintiff Steven Ericson ("Plaintiff") will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendant TGH Employees, LLC ("Defendant") in accordance with Labor Code §2699(l). The proposed settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement Agreement").

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of John G. Yslas, Plaintiff's Declaration, and the complete files and records in this action. The Labor Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying proof of service.

Dated: October 30, 2026

WILSHIRE LAW FIRM, PLC

By: _____

John G. Yslas
William M. Pao
Attorneys for Plaintiff
Steven Ericson

TABLE OF CONTENTS

I. INTRODUCTION 5

II. RELEVANT FACTS AND PROCEDURAL HISTORY 5

III. TERMS OF THE PAGA SETTLEMENT 6

A. Aggrieved Employees 6

B. Settlement Terms 7

C. Releases 8

D. Settlement Administration 10

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT 11

A. Legal Standard 11

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public 13

C. The Settlement is Reasonable Given the Risks of Further Litigation 14

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE 16

A. Plaintiff's Counsel's Requested Attorneys' Fees Are Reasonable under the Common Fund Method 17

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee 18

C. Plaintiff's Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases. 20

D. PAGA Counsel's Costs Are Reasonable 23

VI. THE REQUESTED PAGA REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE 23

VII. CONCLUSION 24

TABLE OF AUTHORITIES

CASES

Carrington v. Starbucks Corp., 30 Cal.App.5th 504 (2018).....13
City and County of San Francisco v. Sweet, 12 Cal.4th 105 (1995).....15
Dunk v. Ford Motor Co., 48 Cal.App.4th 1794 (1996).....11
Gouskos v. Aptos Village Garage, Inc., 94 Cal.App.4th 754 (2001).....15
Graciano v. Robinson Ford Sales, Inc., 144 Cal. App. 4th 140 (2006).....15
Huff v. Securitas Sec. Servs., USA, Inc., 23 Cal.App.5th 745 (2018).....11
In re Consumer Privacy Cases, 175 Cal.App.4th 545 (2009).....16
Iskanian v. CLS Transportation, 59 Cal. 4th 348 (2014).....5, 11, 14
Kim v. Reins Int'l California, Inc., 9 Cal.5th 73 (2020).....11
Kullar v. Foot Locker Retail, Inc., 168 Cal.App.4th 116 (2008).....10
Laffitte v. Robert Half Int'l, Inc., 1 Cal.5th 480 (2016).....17
Lealao v. Beneficial Cal., Inc., 82 Cal.App.4th 19 (2000).....16
Melnyk v. Robledo, 64 Cal.App.3d 618 (1976).....17
Moniz v. Adecco USA, Inc., 72 Cal. App. 5th 56 (Cal. Ct. App. Nov. 30, 2021).....10
PLCM Group, Inc. v. Drexler, 22 Cal.4th 1084 (2000).....17
Quinn v. State of California, 15 Cal.3d 162 (1975).....15
Serrano v. Priest, 20 Cal.3d 25 (1977).....15
ZB, N.A. v. Superior Court, 8 Cal. 5th 175 (2019).....5, 7, 11

STATUTES

Cal. Labor Code § 2699(e)(2).....14
Cal. Labor Code § 2699(g)(1).....5, 15
Cal. Labor Code § 2699(k)(l).....21
Cal. Labor Code § 2699(l).....10

TREATISES

Newberg on Class Actions, 4th Ed. 2002.....16

FEDERAL CASES

Boeing v. Van Gemert, 444 U.S. 472 (1980) 16

Cardenas v. McLane Foodservice, Inc., No. BCV-23-102915,
2011 U.S. Dist. LEXIS 13126 (C.D. Cal. Jan. 31, 2011) 13

Echavez v. Abercrombie & Fitch Co., No. CV 11-09754-GAF,
2017 WL 3669607 (C.D. Cal. Mar. 23, 2017) 12

Fleming v. Covidien, No. ED CV 10-01487 RGK (OPx),
2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) 13

Flores v. Starwood Hotels & Resorts Worldwide, Inc.,
253 F.Supp.3d 1074 (C.D. Cal. 2017) 11

In re Activision Securities Litigation, 723 F.Supp. 1373 (N.D. Cal. 1989) 16

Jordan v. TCS Grp., Inc., No. EDCV161701JVSSPX,
2018 WL 1409590 (C.D. Cal. Jan. 5, 2018) 12

McKenzie v. Federal Exp. Corp., 765 F.Supp.2d 1222 (C.D. Cal. 2011) 11

O'Connor v. Uber Technologies, Inc., 201 F. Supp. 3d 1110 (N.D. Cal. 2016) 10

Vincent v. Hughes Air West, Inc., 557 F.2d 759 (9th Cir. 1977) 15

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Steven Ericson ("Plaintiff") and Defendant TGH Employees, LLC ("Defendant" or "TGH") (Plaintiff and Defendant collectively, the "Parties") reached a settlement of the Labor Code Private Attorneys General Act of 2004 ("PAGA") (Lab. Code § 2698, *et seq*.) claims asserted in this action. In accordance with Labor Code section 2699(l), Plaintiff now asks this Court to review and approve the settlement of Plaintiff's PAGA claims. This is a PAGA Settlement for civil penalties and is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than those of Plaintiff. Lab. Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA Settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement Agreement"). Declaration of John G. Yslas in Support of Motion for Approval of PAGA Settlement ("Yslas Decl."), ¶ 9, Exhibit 2, filed concurrently herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA received notice of this Settlement on October 29, 2026. Yslas Decl., ¶ 37.

II. RELEVANT FACTS AND PROCEDURAL HISTORY

On January 11, 2024, Plaintiffs Steven Ericson and Christopher Lopez filed this action as a putative class action against Defendant alleging civil penalties pursuant to PAGA. Settlement Agreement § II.1; Yslas Decl., ¶ 3.

Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice on November 7, 2023, to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-992798-23). Yslas Decl., ¶ 4.

On or about March 21, 2025, TGH settled the consolidated matters styled as *Burkett and Elliott v. WEHO Hospitality Sunset, LLC et al.* (Los Angeles Superior Court Case No. 23STCV01072) and *Padilla v. Tao Group, LLC et al.* (Los Angeles Superior Court Case Nos. 23STCV21589 and 23STCV270l8) (*"Burkett* Consolidated Actions"). The *Burkett* Consolidated

Actions covered a class period of January 17, 2019 to June 10, 2024 and a PAGA period of December 28, 2021 to June 10, 2024 and, based on Lopez's dates of employment with TGH, he was a class and PAGA member in the *Burkett* Consolidated Actions. The deadline to opt out of the *Burkett* Consolidated Actions was September 22, 2025, and Lopez did not opt out by the deadline. Accordingly, pursuant to the Settlement Agreement, Plaintiff Lopez shall be dismissed from this PAGA Action. Settlement Agreement § III.6, Yslas Decl., ¶ 6.

The Parties met and conferred and agreed to mediate the PAGA Action with Kelly Knight a well-respected and experienced mediator in wage-and-hour class and representative actions. Settlement Agreement § II.4; Yslas Decl., ¶ 7. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Settlement Agreement § II.3; Yslas Decl., ¶ 7. Prior to mediation, Plaintiffs obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. *Id*.

On August 26, 2025, the Parties engaged in an all-day mediation session before Kelly Knight. Settlement Agreement § II.4; Yslas Decl., ¶ 8. With the help of the mediator, the Parties were able to reach an agreement on general settlement terms at mediation. *Id*. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of mediator. Settlement Agreement §§ II.3, II.4; Yslas Decl., ¶ 8.

III. TERMS OF THE PAGA SETTLEMENT

A. Alleged Aggrieved Employees

"Alleged Aggrieved Employee" means all non-exempt hourly paid individuals who were employed by TGH at the LAVO Ristorante in San Diego, California and who worked one or more shifts during the PAGA Period from November 7, 2022 through March 29, 2024.

Settlement Agreement §§ I.1, I.16. Defendant estimates that there are approximately 146 Alleged Aggrieved Employees who worked an estimated 2,383 Pay Periods between November 7, 2022 through March 29, 2024. *Id*., § I.1.

B. Settlement Terms

The Settlement Agreement negotiated by the Parties provides for a Maximum Settlement Amount ("MSA") payment in the amount of $117,500.00 to resolve the PAGA Action. Settlement Agreement §§ I.10, III.2; Yslas Decl., ¶ 8. The MSA will be used to pay payments to all Alleged Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payment and the Administrator's Expenses. Settlement Agreement §§ I.10, I.11; Yslas Decl., ¶ 8. After deducting the PAGA Representative Service Payment ($10,000.00), PAGA Counsel Fees ($39,166.66), PAGA Counsel Litigation Expenses currently estimated to be $18,400.71 (but not to exceed $40,000.00), and Administrator Expenses Payment ($5,000.00) from the MSA, the amount remaining is the Net Settlement Amount ("NSA"). Settlement Agreement § I.11; Yslas Decl., ¶ 8. The NSA, which is estimated to be $44,932.63, shall be distributed as PAGA Penalties with 65% of the NSA allocated to the LWDA PAGA Payment ($29,206.21) and 35% of the NSA allocated to Individual PAGA Payments ($15,726.42). Settlement Agreement § III.5; Yslas Decl., ¶ 9.

PAGA Penalties: The NSA will be distributed as PAGA Penalties with sixty-five percent (65%) allocated to the LWDA PAGA Payment and the remaining thirty-five percent (35%) allocated to the Individual PAGA Payments for Aggrieved Employees. Settlement Agreement § III.5. This 65/35 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Alleged Aggrieved Employees' 35% share of PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the Settlement Period and (b) multiplying the result by each PAGA Member's Settlement Period Pay Periods. Settlement Agreement § III.5. The PAGA Period is the period from November 7,

2022 through March 29, 2024. Settlement Agreement § I.16.

PAGA Representative Service Payment: Subject to Court approval, the Plaintiff shall be paid a Representative Service Payment not to exceed $10,000.00 for his time and effort in bringing and presenting the Action. Settlement Agreement § I.11.

PAGA Counsel Fees Payment: Subject to Court approval, PAGA Counsel shall be entitled to receive an award of reasonable attorneys' fees of up to one-third (1/3) of the MSA which is currently estimated to be $39,166.67. Settlement Agreement § III.4.

PAGA Counsel Litigation Expenses Payment: Per the Settlement Agreement, PAGA Counsel shall be entitled to request reimbursement of costs, not to exceed $40,000.00. Settlement Agreement § III.4. Counsel seeks reimbursement of actual costs incurred currently estimated to be in the amount of $18,400.71. Yslas Decl., ¶ 35. The remaining $21,599.29 will therefore revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. *Id*.

Administrator Expenses Payment: The Parties agreed to appoint ILYM Group, Inc. ("ILYM") as the Administrator for the Settlement. Settlement Agreement § IV.1. The Settlement Administration Expenses, which are estimated not to exceed $5,000.00, shall be paid from the MSA. Settlement Agreement § IV.1.

C. Releases

Plaintiff's Release:

> "Upon receipt of the settlement sums described in Section 3 above, Ericson, individually and on behalf of Ericson's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Ericson has or may have against the Released Parties including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below); The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Workers Adjustment and Retraining Notification Act; The Occupational Safety and Health Act; The Sarbanes-Oxley Act of 2002; The Fair Credit Reporting Act; The Family and Medical Leave Act; The Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008; California Family Rights Act – Cal. Gov't Code § 12945.2; California Fair Employment and Housing Act –

Cal. Gov't Code § 12900 et seq.; California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.; Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.; California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.; California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.; California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394; The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder; The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq. California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.; Those provisions of the California Labor Code that lawfully may be released; Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance; Any public policy, contract, tort or common law; or Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters." Settlement Agreement § III.7.a.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

"To effect a full and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of the Released Parties, Ericson expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Ericson does not know or suspect to exist in Ericson's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Ericson warrants Ericson has read this Settlement Agreement, including this waiver of Civil Code § 1542, and that Ericson has consulted with or had the opportunity to consult with counsel of Ericson's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Ericson understands this Settlement Agreement and the § 1542 waiver, and so Ericson freely and knowingly enters into this Settlement Agreement. Ericson further acknowledges that Ericson later may discover facts different from or in addition to those Ericson now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Ericson agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Ericson expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies

released or described in this Settlement Agreement or with regard to any facts now unknown to Ericson relating thereto." Settlement Agreement § III.7.c.

Alleged Aggrieved Employee's Release:

"For the duration of the PAGA Period, all Alleged Aggrieved Employees, including Plaintiff Ericson, and, to the fullest extent permitted by law, the State of California and the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA Released Claims and agree they are no longer eligible to assert any alleged "aggrieved" status during the PAGA Period. Alleged Aggrieved Employees shall have no right to object or opt out to the PAGA Released Claims or any portion of the Settlement pertaining to the PAGA Released Claims." Settlement Agreement § III.7.i.

Release by Plaintiff's Counsel:

"Release by Plaintiffs' Counsel. Plaintiffs' Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Plaintiffs' Counsel's attorneys' fees and costs incurred in connection with the PAGA Action and the PAGA Period facts stated in the PAGA Action and the PAGA Notice." Settlement Agreement § III.7.j.

D. Settlement Administration

Defendant will provide the PAGA Member Data to the Administrator not later than fifteen (15) calendar days of the Effective Date. Settlement Agreement §§ I.5, IV.2.

The Effective Date "means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters an order approving the Settlement; (b) if an objection is filed and not withdrawn, the date when the time for filing an appeal has expired and no appeal was filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not materially alter the terms of the Settlement." Settlement Agreement § I.5. Defendant shall fully fund the Maximum Settlement Amount by depositing the funds into an interest-bearing account set up by the Administrator within forty-five (45) days of the Effective Date. *Id*. at § III.2.

As soon as practicable after the Effective Date, the Settlement Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees along with the PAGA Settlement Notice (Yslas Decl. ¶ 9, Exhibit 2 attached thereto as Exhibit A) via First-

Class U.S. Mail to Aggrieved Employees' last known mailing address. Settlement Agreement § IV.3. The Administrator shall exercise its best judgment to determine the current mailing address for each Alleged Aggrieved Employee. *Id*. at § IV.4. Upon receipt of a returned check, the Administrator must promptly attempt to determine the correct address using a skip-trace or other search using the name, and will perform a single re-mailing. *Id*.

The Individual PAGA payments will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. Settlement Agreement § IV.4. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member. *Id*. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. *Id*. at § IV.3.

The Administrator will also pay the 65% share of the Civil Penalties to the LWDA and the Court-approved attorneys' fees and costs to Plaintiff's Counsel, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payments. Settlement Agreement § IV.5.

Within five (5) business days after the Administrator disburses all funds in the MSA, the Settlement Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements. Settlement Agreement § IV.6.

Pursuant to California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement to the LWDA on October 29, 2026. Yslas Decl., ¶ 37, Ex. 7. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order. *Id*.

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

A. Legal Standard

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." In doing so, the trial court must consider whether the settlement 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*., 72 Cal. App. 5th 56, 77-78 (Cal. Ct. App. Nov. 30, 2021) (overruled in part on other grounds); *see also O'Connor v. Uber Technologies, Inc*., 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) (adopting guidance from the LWDA providing that "when a PAGA claim is settled, the relief provided for under the PAGA [must] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public").

The court's role in reviewing PAGA settlements differs from its gatekeeping function in the class action context. In class actions, courts have a fiduciary duty to protect the interests of absent class members, whose individual claims will be discharged. *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129 (2008). In this role, courts conduct an "independent assessment of the adequacy of the settlement terms," which requires them to have sufficient data and information about the amount in controversy and the realistic range of outcomes. *Id*. at 132. Courts consider a variety of factors in conducting this analysis, including whether the settlement is negotiated at an arm's length, whether there is sufficient discovery and information to permit parties and the court to act intelligently, whether the attorneys have experience with the type of issues, and whether the number of objectors is small. *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1800-1801 (1996).

However, a PAGA representative action is "not akin to a class action," it "is a species of qui tam action." *Flores v. Starwood Hotels & Resorts Worldwide, Inc*., 253 F.Supp.3d 1074, 1076 (C.D. Cal. 2017). When reviewing a PAGA-only settlement, courts do not consider the value of individuals' claims for damages because a PAGA settlement does not release those claims. *See Kim v. Reins Int'l California, Inc*., 9 Cal.5th 73, 87 (2020) (PAGA claims differ from individual claims); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175, 188 (2019) (noting that PAGA penalties do not seek damages that are compensatory in nature). "The state's interest in such an action is to enforce its laws, not to recover damages on behalf of a particular individual." *Huff v. Securitas Sec. Servs., USA, Inc*., 23 Cal.App.5th 745, 760 (2018). Instead of focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve "maximum

compliance with state labor laws." *Id*. at 756; *see also Iskanian*, 59 Cal.4th at 383 (noting that the goal of PAGA is to impose civil penalties for Labor Code violations "significant enough to deter violations"); *McKenzie v. Federal Exp. Corp*., 765 F.Supp.2d 1222, 1233 (C.D. Cal. 2011) ("Unlike a class action seeking damages… for injured employees, the purpose of 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.").

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public

The Settlement of $117,500.00 penalizes Defendant for the alleged violations of California's labor laws in an amount that is significant enough to deter violations and provide genuine and meaningful relief – and approximately $44,932.63[1] in PAGA Penalties to the State of California and Aggrieved Employees – thus fulfilling the underlying purpose of PAGA to benefit the public. Yslas Decl., ¶¶ 8-12; *see Jordan v. TCS Grp., Inc*., No. EDCV161701JVSSPX, 2018 WL 1409590, at *3 (C.D. Cal. Jan. 5, 2018) ("The proposed settlement imposes a substantial penalty payment of $150,000.00, paid in exchange for a release of only those claims pled in the notice to the LWDA and the Complaint. This penalty has a substantial deterrent effect on Defendant and other California employers. Furthermore, the proposed settlement encourages compliance with the specific requirements of the Labor Code, which has the effect of protecting workers from unlawful employment practices and working conditions."); *Echavez v. Abercrombie & Fitch Co*., No. CV 11-09754-GAF, 2017 WL 3669607, at *3 (C.D. Cal. Mar. 23, 2017) (finding that "[t]he primary purpose of PAGA, i.e., the empowerment of Aggrieved Employees to act as private attorneys general to collect civil penalties from their employers for Labor Code violations, [was] served by the proposed PAGA penalty in the parties' settlement agreement," where $340,000 of $700,000 settlement was allocated to PAGA penalties which were divided 75% to the LWDA and 25% to an estimated

[1] The Net Settlement Amount of $44,932.63 was calculated using the following arithmetic: $117,500.00 minus $39,166.66 for Plaintiff's Counsel's attorneys' fees, minus $18,400.71 for Plaintiff's Counsel's litigation expenses, minus $5,000.00 for administration costs, and minus $10,000.00 for the PAGA Representative Service Payment to Plaintiff.

10,000 Aggrieved Employees).

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $239,000.00 for an estimated 146 employees based on 2,383 pay periods.[2] Yslas Decl., ¶ 9. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018) (affirming a judgment after trial that only provided for a PAGA penalty of $5 per pay period). Here, based on approximately 2,383 pay periods, the $117,500.00 Settlement represents approximately $80.72 per pay period, nearly ten times the $5 per-pay-period penalty affirmed in *Carrington*. Accordingly, the Settlement provides a meaningful recovery when considered on a per-pay-period basis. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. *See Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (a federal court reduced PAGA penalties from $2,800,000.00 to $500,000.00, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries).

C. The Settlement is Reasonable Given the Risks of Further Litigation

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc*., No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has

[2] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $239,000.00 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Courts to consider the issue have refused to "stack" penalties. *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018).

not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove, among other things, that each PAGA Member suffered a violation for each period the employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; and (9) and failure to produce requested employment records.

Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and that Defendant did not commit any violations of the Labor Code as to Plaintiff or the Aggrieved Employees. Yslas Decl., ¶ 11. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement. *Id*. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. *Id*. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. *Id*. These defenses present a risk to the PAGA claim and the potential that some or all the PAGA penalties sought may not be awarded. *Id*.

While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Yslas Decl., ¶ 12. Plaintiff also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the State of California and the Aggrieved Employees. *Id*. Assuming Plaintiff could prove at least one violation per pay period and the Court awarded $100.00 in PAGA penalties for each of the 2,383 pay periods during the PAGA Period (estimated as of the date of mediation), the total maximum penalties would be approximately $239,000.00. *Id*., ¶¶ 13-14. However, for settlement purposes, Plaintiff's counsel applied a 40% discount to the maximum potential damages of $239,000.00, resulting in a reasonably forecasted total PAGA recovery of $143,400 ($239,000 x 60%). *Id*. Thus, the PAGA

Settlement amount ($117,500.00) represents approximately 81.9% of Plaintiff's reasonably forecasted total PAGA recovery. *Id*.

Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are considered, it is clear the settlement amount of $117,500.00 is reasonable and in the best interest of the State of California and the public. Yslas Decl. at ¶ 14. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of his claims against the risk of continued litigation and was able to determine a realistic range of settlement recovery for PAGA penalties. *Id*. ¶¶ 12, 14. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendant from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384. The risks associated with continued litigation are further heightened by the fact that the San Diego location where Plaintiff worked has closed. This circumstance creates an additional risk concerning Plaintiff's ability to obtain a recovery even if he ultimately prevailed, further supporting the reasonableness of the Settlement.

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of $39,166.66 representing one-third (1/3) of the MSA and costs currently in the amount of $18,400.71 but in any event, not to exceed $40,000.00. Settlement Agreement § III.4. Plaintiff is entitled to attorneys' fees under Labor Code section 2699(g)(l), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Lab. Code § 2699(g)(1); *see also Gouskos v. Aptos Village Garage, Inc*., 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc*., 144 Cal. App. 4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.") (internal citation omitted). Accordingly, Plaintiff is entitled to recover attorneys' fees

and costs.

A. Plaintiff's Counsel's Requested Attorneys' Fees Are Reasonable under the Common Fund Method

The request for attorneys' fees as a percentage of the Maximum Settlement Amount is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest*, 20 Cal.3d 25, 35 (1977).

The purpose of the common fund approach is 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*., 557 F.2d 759, 769 (9th Cir. 1977). Thus, the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995); *see Quinn v. State of California*, 15 Cal.3d 162, 167 (1975) ("[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.").

A number of other courts have recognized the advantages of awarding fees as a percentage of the common fund over the alternative lodestar approach, which usually involves wading through voluminous and often indecipherable time records. *See*, e.g., *In re Activision Securities Litigation*, 723 F. Supp. 1373, 1375 (N.D. Cal. 1989). The percentage approach is preferable to the lodestar method because: (1) it provides predictability to counsel; (2) encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) reduces the demands on judicial records. *Id*. at 1378-79; *see also Lealao v. Beneficial Cal., Inc*., 82 Cal.App.4th 19, 28 (2000) (discussing findings of task force commissioned by the Third Circuit, which "concluded that the lodestar approach (1) increases the workload of an already overtaxed judicial system, (2) is insufficiently objective and produces results that are far from homogenous, (3) creates a sense of mathematical precision

that is unwarranted in terms of the realities of the practice of law, (4) is subject to manipulation by judges who prefer to calibrate fees in terms of percentages of the settlement fund or the amounts recovered by the Claimants or of an overall dollar amount, (5) encourages lawyers to expend excessive hours, and engage in duplicative and unjustified work, (6) creates a disservice for the early settlement of cases, (7) deprives trial courts of flexibility to reward or deter lawyers so that desirable objectives, such as early settlement, will be fostered, (8) works to the particular disadvantage of the public interest bar, and (9) results in confusion and lack of predictability.").

The percentage of attorneys' fees set forth in the Settlement Agreement – one third (1/3) of the Maximum Settlement Amount – is reasonable. Historically, courts have awarded percentage fees in the range of 20% to 50% in common fund cases. *Newberg on Class Actions*, 4th Ed. 2002, § 14:6. *Newberg* notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. *Id*. Furthermore, California and federal courts have long recognized that a percentage of recovery for attorneys' fees is properly awarded on the basis of the total value. *Boeing v. Van Gemert*, 444 U.S. 472, 480-481 (1980); *see also In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 558 n.13 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.")

The Court should also consider that Plaintiff's counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to penalize Defendant for the alleged PAGA violations. Without the efforts of Plaintiff's counsel, the claims alleged in the complaint would likely have gone without remedy. Yslas Decl., ¶ 34.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Although *Laffitte v. Robert Half Int'l, Inc*., 1 Cal.5th 480, 489 (2016) makes clear that a lodestar cross-check is not required, Class Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably

expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

The total hours expended on this action by PAGA Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this PAGA Action, it should be noted that PAGA Counsel spent approximately 75.1 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Yslas Decl., ¶ 32. Multiplying the total hours expended by PAGA Counsel by their reasonable hourly rates yields a lodestar of $83,450.00. *Id*. This amount surpasses the requested fee award of $39,166.66, resulting in a negative multiplier, *id.* ¶ 33, and does not include the time PAGA Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. *Id*. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*., ¶ 33. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id*. PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id*. Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, PAGA Counsel took this case on a contingency basis so that PAGA Members (a particularly vulnerable group of hourly paid workers) could benefit from the recovery of PAGA penalties. *Id*. Consequently,

PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id*.

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Yslas Decl. at ¶ 34. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy. *Id*.

C. Plaintiff's Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.

Plaintiff's Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Yslas Decl., ¶¶ 26-30. Plaintiff's Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id, ¶ 26*. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. *Id*. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. *Id*.

Plaintiff's Counsel has also been approved as Class Counsel by courts in California. Yslas Decl., ¶ 27. *See,* e.g., *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County

Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francsico County Superior Court, Case No. CGC-23-607359. *Id*. The total hours expended on this action are reasonable and in line with those expended in comparable cases. *Id*.

In cases in which Plaintiff's Counsel has been approved as Class Counsel, California courts have approved rates similar to those requested by Plaintiff's Counsel in the instant case. Yslas Decl., ¶ 28. *See*, e.g., *Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00),

Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.,* Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Diego Aviles ($800.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.,* Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Courtney M. Miller ($650.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills,* Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.,* Los Angeles County Superior Court, Case No. 23STCV21651 (WLF rates were approved as follows: John

G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)). *Id*.

Likewise, WLF's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Yslas Decl., ¶ 29. In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Aggrieved Employees. PAGA Counsel's fee request is fair and reasonable and should be approved.

D. PAGA Counsel's Costs Are Reasonable

PAGA Counsel is entitled to reimbursement of its litigation costs under PAGA. *See* Lab. Code § 2699(k)(l) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."). The Settlement provides for reimbursement of costs not to exceed $40,000.00. Settlement Agreement § III.4. To date, PAGA Counsel has incurred $18,400.71 in litigation costs. Yslas Decl., ¶ 35, Ex. 5. These costs were reasonably incurred in prosecuting this Action on behalf of the Aggrieved Employees and should be approved by the Court. *Id*. Accordingly, PAGA Counsel respectfully requests the Court approve costs in the amount of $18,400.71.

VI. THE REQUESTED PAGA REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

Both the State of California and the Aggrieved Employees are beneficiaries of a settlement that would not have been made possible but for the effort and commitment of Plaintiff. The Settlement provides the Plaintiff shall be paid a PAGA Representative Service Payment not to exceed $10,000.00, in recognition of his efforts in bringing and presenting the Action. Settlement Agreement § I.11. The requested payment is intended to recognize Plaintiff's effort in bringing the Action, serving as private attorneys general under PAGA, assisting counsel with the investigation, litigation, and settlement, regularly conferring with counsel on the status of the case, and reviewing the proposed settlement to ensure that its terms are fair and achieve

PAGA's objectives.

Plaintiff has provided a declaration detailing the risk he faced in bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and effort he spent on this litigation, the duration of this litigation, and the personal benefit he will receive as a result of the litigation. *See generally* Declaration of Steven Ericson in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Ericson Decl."). Plaintiff also faced the real risk that future employers may not hire him because he lent his name as a PAGA representative in this case, and he could have been liable for Defendant's litigation costs if the case went to trial and he lost. Ericson Decl., ¶¶ 4, 6. Accordingly, Plaintiff respectfully requests that the Court approve the PAGA Representative Service Payment in the amount of $10,000.00.

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

DATED: October 30, 2026

WILSHIRE LAW FIRM, PLC

By: 

John G. Yslas
William M. Pao
Attorneys for Plaintiff
Steven Ericson