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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

SHAMIYA TUCKER, MARLENE TORRES, and SHYLAN WILLIAMS, on behalf of the State of California and Aggrieved Employees, *Plaintiffs*, vs. BATH & BODY WORKS, LLC, BATH & BODY WORKS DIRECT, INC., and BATH & BODY WORKS, INC., *Defendants.*	Case No. 24CV062098 Hon. Han N. Tran **PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: November 17, 2026 Time: 3:00 P.M. Dept.: 22 CRS #: 972862974418

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I. INTRODUCTION

This is a California Labor Code Private Attorneys General Act ("PAGA") action against Defendants Bath & Body Works, LLC, Bath & Body Works Direct, Inc., and Bath & Body Works, Inc. ("Defendants") on behalf of the State of California. The Parties have reached a Settlement that offers meaningful benefits to the State and Aggrieved Employees.[1] Plaintiffs Shamiya Tucker, Marlene Torres, and Shylan Williams ("Plaintiffs") respectfully request that the Court review and approve the Settlement in accordance with California Labor Code §2699(s)(2).

II. FACTUAL AND PROCEDURAL BACKGROUND[2]

Defendants operate Bath & Body Works retail stores throughout California, selling a wide range of bath and beauty products.[3] Bylsma Decl., ¶6. Plaintiffs are former hourly, non-exempt employees of Defendants. *Id*., ¶7. Plaintiffs' claims are as follows: Plaintiffs allege that Defendants: (1) failed to pay for all hours worked, including pre-shift and post-shift off-the clock work, and overtime at the regular rate of pay; (2) failed to provide compliant meal and rest breaks, or premium wages in lieu thereof; (3) failed to reimburse for business expenses; (4) failed to provide accurate wage statements; and (5) failed to timely pay all wages, including at termination. *Id*., ¶8.

Plaintiffs contend that the claims in this Action relate back to a previous PAGA action filed by former employee Kiandra Holman ("Holman") in Alameda County Superior Court entitled *Holman v. Bath & Body Works, LLC*, Case No. RG20083488 (the "*Holman* Action"). *Id*., ¶10.[4]

Despite Holman's opposition efforts, Defendants were successful in obtaining an order staying the *Holman* Action pending the United States Supreme Court Review in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022), then compelling Holman's individual claims to arbitration. *Id*., ¶¶11-

[1] "Settlement" or "Agreement" refers to the PAGA Action Settlement Agreement, fully executed as of September 9, 2026, attached as **Exhibit 1** to the Declaration of Esther L. Bylsma in Support of Plaintiffs' Motion for Approval of PAGA Settlement ("Bylsma Decl."), filed concurrently herewith. Unless otherwise indicated, all capitalized terms herein have the same meaning as defined in the Settlement.

[2] The factual and procedural background is set forth in detail in the Bylsma Decl., and summarized here.

[3] Specifically, Defendant Bath & Body Works LLC ("BBW") operates retail stores in California. Bath & Body Works, Inc. ("BBWI") is the parent company of BBW. Bath & Body Works Direct, Inc. is the ecommerce and direct to consumer subsidiary of BBWI.

[4] Schneider Wallace Cottrell Kim LLP ("SWCK") served as counsel for Holman.

17. However, Holman was successful in obtaining an order denying Defendants attempt to dismiss the representative PAGA claims in the Holman Action, which were stayed but remained in Court pending Holman's arbitration. *Id*., ¶17.

Holman unfortunately decided that she did not wish to continue serving as PAGA representative. *Id*., ¶19.

However, Plaintiff Shamiya Tucker ("Tucker") attempted to step in as named plaintiff and PAGA representative to continue the PAGA claims in the *Holman* Action. *Id*., ¶¶22, 24. On November 6, 2023, Holman submitted an amended PAGA notice to the LWDA seeking to substitute Tucker as the named plaintiff and PAGA representative in the *Holman* Action. On the same date, Tucker separately submitted her own notice to the LWDA pursuant to Labor Code section 2699.3(a), seeking civil penalties under Labor Code sections 2699(a) and 2699(f). *Id*., ¶22.

The *Holman* court denied Tucker's motion to substitute in as plaintiff in that action. *Id*., ¶26. On January 31, 2024, Tucker filed her own PAGA complaint in the above-captioned action ("Action") against Defendants. *Id*., ¶29.

On April 11, 2024, Defendants filed a motion to compel arbitration of Tucker's individual PAGA claims and to stay her representative PAGA claims. *Id*., ¶31. After briefing by the parties, on May 24, 2024, the Court granted Defendants' motion to compel arbitration in part, ordering Tucker's individual PAGA claims to arbitration but denying Defendants' motion to stay the representative PAGA claims. *Id*., ¶¶32-33.

Accordingly Tucker initiated her individual arbitration but continued to pursue the representative PAGA claims in this Action. *Id*., ¶¶35-37. In the August to December 2024 timeframe, the parties engaged in written discovery, participated in numerous meet and confers, attempted to resolve numerous contentious discovery disputes, and attended informal discovery conferences ("IDC") with the Court. *Id*., ¶¶37-39.

Tucker also completed the *Belaire-West* process and expended significant efforts conducting factual investigations and interviews with aggrieved employees. *Id*., ¶42.

On October 30, 2024, Plaintiff Marlene Torres ("Torres") also submitted a PAGA notice to the LWDA and initiated her PAGA lawsuit against Defendants. *Id*., ¶¶43-46. After Defendants contended

Torres was subject to an enforceable arbitration agreement with respect to her individual claims, on January 8, 2025, Torres stipulated to submit her individual claims to arbitration. *Id*., ¶¶45-47.

In 2025, in the *Tucker* Action, the parties continued to actively engage in discovery. *Id*., ¶48. Defendants produced voluminous time and pay records for aggrieved employees, and documents regarding the employment policies and practices at issue. *Id*.

On May 23, 2025, the parties in the *Tucker* Action and additional Bath & Body Works LLC employees participated in a formal mediation before Hunter Hughes, Esq., an experienced wage-and-hour mediator. *Id*., ¶51. Although the parties engaged in extensive arm's-length negotiations, they were unable to resolve the matter at that time. *Id*.

Following the May 23, 2025 mediation, the parties continued to investigate the claims and defenses, exchange information, evaluate potential exposure, and actively litigate both individual arbitration and the representative PAGA claims. *Id*., ¶52. Around this period, the parties also took and defended depositions in their individual arbitrations which also served the parties' ability to additionally assess the strengths of their relative positions. *Id*., ¶53. Tucker submitted amended LWDA notices identifying additional employees that intended to pursue their PAGA claims. *Id*., ¶¶54-57. Throughout 2025, the parties continued to engage in numerous discovery meet and confers, IDCs, and motions to compel briefing on discovery issues. Among other things, the parties vigorously contested the scope of electronically stored information ("ESI") discovery and the scope of employees' timekeeping and payroll data, for which Tucker fought hard to obtain. *Id*., ¶58.

On September 17, 2025, Plaintiff Shylan Williams ("Williams") submitted a PAGA notice to the LWDA and filed a PAGA complaint in the Alameda Superior Court, Case No. 25CV160724 (the "*Williams* Action"). *Id*., ¶¶59-60.

On February 13, 2026, the Parties participated in a second formal mediation before Hunter Hughes, Esq. *Id*., ¶61. Although the Parties did not finalize a settlement during the mediation itself, the mediation facilitated further negotiations regarding the representative PAGA claims. *Id*., ¶62.

Following the February 13, 2026 mediation, the Parties continued preparing their lawsuits and individual arbitrations for trial while simultaneously engaging in arm's-length settlement negotiations

and exchanging additional information and analyses concerning liability, defenses, potential penalties, and litigation risks. *Id*., ¶63.

Through these continued negotiations, and with the mediator's assistance, the Parties ultimately reached agreement on the material terms of a settlement resolving the representative PAGA claims asserted in the *Tucker* Action, the *Torres* Action, and the *Williams* Action. *Id*., ¶64.

The Parties thereafter negotiated and finalized the Settlement Agreement, which was fully executed on or about September 9, 2026. *Id*., ¶65.

On October 23, 2026, Plaintiffs submitted a copy of the Settlement, and the Notice and Memorandum in Support of the Motion for Approval of PAGA Settlement to the LWDA. *Id*., ¶95.

III. TERMS OF THE SETTLEMENT

A. Basic Terms

The Settlement provides for a non-reversionary total Maximum Settlement Amount of $6,000,000.00.[5] Settlement, §6(a). The basic financial terms of the Settlement are as follows:

Category	**Amount**
Maximum Settlement Amount	$6,000,000.00
Attorneys' Fees	$2,000,000.00
Litigation Costs	$69,911.54
Service Award to Shamiya Tucker	$15,000.00
Service Award to Marlene Torres	$15,000.00
Service Award to Shylan Williams	$10,000.00
Claims Administration Costs	$104,100.00
LWDA Share	75% of Net Settlement Amount
Allegedly Aggrieved Employees' Share	25% of Net Settlement Amount

Bylsma Decl., ¶68.

[5] The Settlement Period runs from December 21, 2020 to July 15, 2026.

B. Settlement Administration, Distribution of Funds, and Tax Treatment

The Parties have agreed to Phoenix Settlement Administrators ("Phoenix") as the Claims Administrator. Settlement, §4. Within fourteen (14) days after receipt of the Court's Order granting approval of the Settlement, Defendants will provide the Claims Administrator with the information regarding the identities and dates of employment for the Allegedly Aggrieved Employees. *Id*., §7(a). The Claims Administrator will perform address updates and verifications, and skip traces as necessary. *Id*.

Within ten (10) business days after the Effective Date, the Claims Administrator will mail a settlement payment to each Allegedly Aggrieved Employee by first class U.S. mail, as well as payment to the LWDA, the Court-approved Service Awards to the Plaintiffs, the Court-approved attorneys' fees and costs to Plaintiffs' Counsel, and the Court-approved payment to the Claims Administrator. *Id*., §§7(a), 11(a).[6]

Allegedly Aggrieved Employees will have 180 days after mailing to cash their settlement checks. Settlement, §7(d). Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the California State Controller's Office's Unclaimed Property Division in the name of the intended beneficiaries of the checks, or in the alternative, to a cy pres recipient agreed upon by the Parties and approved by the Court. *Id.*

C. Releases

As of the Effective Date, Plaintiffs as the representatives of the State of California, and the State of California, will release Defendants and Releasees (as defined in the Settlement Agreement) from the Released Claims ("all claims, demands, rights, liabilities, and causes of action for civil penalties pursuant to PAGA that arose, accrued or existed during the Settlement Period that were alleged, or that could have been alleged based on the statutes, violations, facts and/or theories asserted in the PAGA notice letters filed by Representative Plaintiffs with the LWDA and the SAC…") during

[6] The "Effective Date" is "the date on which the time to challenge any aspect of this Settlement by appeal has lapsed, provided that no such appeal has been filed (regardless of whether any objections to the Settlement were made" and "[i]f any such appeal is filed, the payments described in this paragraph shall be made no later than ten (10) business days after a final resolution of all appeals that result in the upholding of the Parties' Settlement." Settlement, §11(a).

the Settlement Period. *Id*., §13. The Court's Settlement Approval Order and Judgment will have the same preclusive effect under *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) as if the government litigated the matter toward judgment, which includes all non-party Allegedly Aggrieved Employees. *Id*.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. PAGA Settlement Approval Standard

Court approval is required for PAGA settlements. Labor Code § 2699 (s)(2). However, PAGA does not establish any standards for the review of PAGA settlements. Courts generally evaluate a PAGA settlement under the "fair, reasonable, and adequate" standard, keeping in mind that PAGA settlements must be viewed in light of the PAGA's public purpose, namely augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring noncompliance with California's labor laws. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 64 (2021); *Vargas v. Cent. Freight Lines, Inc.*, 2017 U.S. Dist. LEXIS 157976, at *7-*8 (S.D. Cal., 2017). Additionally, public policy generally favors settlement. *Neary v. Regents of University of California*, 3 Cal. 4th 273 (1992). The Settlement warrants approval under this standard.

B. The Settlement Enforces PAGA's Purpose

PAGA is not a restitution statute, and a PAGA action does not seek damages. "A PAGA action is at heart a civil enforcement action filed on behalf of and for the benefit of the state, not a claim for class relief*." Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1124 (9th Cir. 2014). The Court's focus is not the monetary amount aggrieved employees ultimately receive as a result of a settlement, but on whether the total settlement achieves PAGA's objectives, even if it represents only a portion of Defendants' total exposure. *See* Cal. Lab. Code §§ 2699(m)–(n),(s).

If approved by the Court, the $3,785,988.46 Net Settlement Amount will achieve PAGA's objectives by (1) holding Defendants accountable for their alleged violations of the Labor Code; (2) deterring future violations of the Labor Code by Defendants and other employers; (3) collecting penalties from Defendants and recovering 75% of those penalties on behalf of the State of California for purposes of enforcement and education; and (4) distributing 25% of the penalties to the Allegedly Aggrieved Employees. Bylsma Decl., ¶69. Regarding the portion that is payable to the LWDA under

the PAGA, 75% of the Net Settlement Amount – $2,839,491.35 – will be provided to the LWDA. This significant $2.8 million payment to the LWDA will help further its mission of enforcing California's labor laws and protecting workers. *Id*., ¶71.

C. The Settlement is Fair, Reasonable, and Adequate Considering the Nature of the Alleged Violations and Risks of Further Litigation

A proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. *See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1150 (2000) (quoting *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) with approval: "This court has aptly held that 'it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators."). A settlement that represents only a fraction of the potential recovery is still reasonable. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*,213 F.3d 454, 459 (9th Cir. 2000) ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.") (internal quotation marks omitted).

Nonetheless, while PAGA is not a restitution statute, here, the portion of Net Settlement Amount to the Allegedly Aggrieved Employees compared to Defendants' estimated exposure supports the reasonableness of the Settlement. Bylsma Decl., ¶¶72-86.

Defendants represented and provided data that there are approximately 41,575 Allegedly Aggrieved Employees who worked approximately 727,619 pay periods. Assuming an unrealistic 100% violation of each pay period for the Allegedly Aggrieved Employees in the Settlement Period, the maximum, undiscounted, unrealistic exposure for a substantive violation at $100 per violation is approximately $72.76 million.[7] The Gross Settlement Amount represents approximately 8.3% of this estimate and the Net Settlement Amount represents approximately 5.2% of this estimate. *Id*., ¶72. Plaintiffs' counsel understood, however, that this estimate based on a 100% violation rate is unrealistic

[7] As there are no known findings by a court or the Labor Commissioner that Defendants have violated the Labor Code, Plaintiff applies the $100 penalty amount. In addition, Plaintiff's counsel is recognize that courts generally reject calculations stacking civil penalties. *See e.g., Smith v. Lux Retail N. Am., Inc*., No. C 13-01579 WHA, 2013 U.S. Dist. LEXIS 83562, at *9 (N.D. Cal. June 13, 2013) (rejecting calculation stacking penalties; "But is it plausible that we would really pile one penalty on another for a single substantive wrong?").

and must be discounted to reflect the risks in pursuing and recovering penalties for the PAGA claims in this Action. *Id*., ¶73. In consideration of the risks, discussed below, and the large number of pay periods at issue, Plaintiffs' Counsel submit that the exposure should reasonably be discounted to approximately $10.9 million. *Id*. The Net Settlement Amount represents approximately 55% of this exposure estimate. *Id*.

Plaintiffs' Counsel recognizes the substantial litigation risks in continuing this litigation. *Id*., ¶74. Throughout this litigation, Defendants have vigorously denied the allegations in Plaintiffs' complaints, and have denied any and all liability. *Id*. Defendants have asserted numerous legal and factual grounds available to defend this action, all of which present difficult hurdles for Plaintiffs. *Id*.

For example, Plaintiff Tucker had been compelled to arbitration, and her individual claims were being litigated concurrently with the representative claims. *Id*., ¶75. Defendants vigorously litigated Plaintiff Tucker's arbitration, asserting that she could not prove any of her claims. *Id*. If Plaintiff Tucker was unsuccessful in her arbitration, Defendants would argue that she lacked standing to pursue any of the representative claims in the *Tucker* Action, and those claims would risk being dismissed. *Id*.

Similarly, Plaintiff Torres had been compelled to arbitration and Williams would likely be as well. Defendants would have indubitably sought to defeat these Plaintiffs' claims in arbitration. *Id*., ¶76. An adverse finding there would establish that they are not aggrieved employees. *Id*. Defendants would argue that all Plaintiffs lacked standing to pursue any of the representative claims this Action, and those claims would risk being dismissed. *Id*.

If Defendants were successful in knocking out each Plaintiff, then the State of California and Allegedly Aggrieved Employees would not be able to recover any penalties at all, or at least, the penalties recoverable would be reduced significantly. *Id*., ¶77. Moreover, even if any penalties could be recovered in this scenario, the value of any penalties that the State of California and Allegedly Aggrieved Employees would be able to recover in this Action would need to be discounted heavily to account for the time value of money. *Id*.

In addition, Defendants also maintained that the *Tucker* Action could not relate back to the *Holman* Action. *Id*., ¶78. While Plaintiff Tucker was able to obtain favorable rulings from the Court

on discovery issues, there was still significant risk that the Court could agree with Defendants on a dispositive motion challenging Plaintiff Tucker's standing for the earlier time period, which would eliminate Defendants' PAGA liability over approximately 44% of the pay periods at issue. *Id*.

In addition, Plaintiffs' counsel recognizes that the merits of the PAGA claims in this Action will be difficult to prove, as they are largely based on testimonial evidence rather than documentary evidence. *Id*., ¶79. Plaintiffs' counsel also recognized variation in employees' interviews in their recollections as to whether they worked off the clock, or worked during meal periods. *Id*. Defendants also maintained that through their timekeeping systems, employees certified that they received compliant meal periods. *Id*.

Plaintiffs' counsel is aware of the real risk that the Court may agree with some or all of Defendants' positions on any of the numerous factual and legal disputes, resulting in a reduction or even elimination of any potential civil penalties award. *Id*., ¶80. Plaintiffs' counsel is also aware of the real risk that the Court would find "manageability" issues presenting additional difficulties in Plaintiffs' preparation of the case for trial. *Id*., ¶91. *See Estrada v. Royalty Carpet Mills, Inc*., 15 Cal. 5th 582, 619 (2024) ("We also emphasize that our holding that trial courts lack inherent authority to strike a PAGA claim on manageability grounds does not preclude trial courts from limiting the types of evidence a plaintiff may present or using other tools to assure that a PAGA claim can be effectively tried."). Plaintiffs' counsel is also aware of the risk that the Court may significantly reduce any penalties award as unjust, arbitrary and oppressive, or confiscatory. *Id*., ¶82. *See* Cal. Lab. Code § 2699(e)(2) ("a court may award a lesser amount than the maximum civil penalty amount …if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory"). *See also*, *e.g*., *Fleming v. Covidien, Inc*., 2011 U.S. Dist. LEXIS 154590, *2 (C.D. Cal., Oct. 13, 2011) (reducing penalties by approximately 82% from $2,800,000 to $500,000).

Plaintiffs and their counsel carefully evaluated these litigation risks when negotiating the Settlement. *Id*., ¶83. Although Plaintiffs believe their claims have merit, continued litigation would require extensive additional discovery, surveys, expert analysis, dispositive motion practice, trial

preparation, trial, and potential appellate proceedings, all of which would delay any recovery and substantially increase costs. *Id*.

By contrast, resolving this case by means of the Settlement will yield a prompt, certain, and substantial recovery for the Allegedly Aggrieved Employees and the State. *Id*., ¶84. Such a result will benefit the parties and the court system and will bring finality versus years of uncertain litigation. *Id*.

D. The Requested Attorneys' Fees and Costs Are Reasonable

PAGA provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Cal. Lab. Code § 2699(k)(1). The statute does not, however, "provide a specific standard for evaluating attorneys' fees in connection with a settlement of PAGA claims." *Hermosillo v. Davey Tree Surgery Co.*, No. 18-CV-00393-LHK, 2021 U.S. Dist. LEXIS 126604, at *1 (N.D. Cal. Jul. 7, 2021).

Here, in assessing the reasonableness of the requested fees, the Court may consider several factors. First, as discussed above, Plaintiff Counsel's efforts have resulted in the Settlement that provides meaningful benefits to the State of California and Covered Employees. Bylsma Decl., ¶88. Plaintiffs' counsel are experienced representative-action litigators. Bylsma Decl., ¶¶4-5. Declaration of James R. Hawkins in Support of Motion to Approve PAGA Settlement ("Hawkins Decl.") filed concurrently herewith, ¶¶19-27.

Second, Plaintiffs' Counsel obtained a significant benefit in this Settlement for the State of California and Allegedly Aggrieved Employees, furthering the LWDA's mission of enforcing California's labor laws and protecting workers and providing meaningful payment for the Allegedly Aggrieved Employees. Bylsma Decl., ¶89.

Third, the Settlement is an excellent result achieved in light of the uncertainty and risk of the outcome of further litigation. *Id*., ¶90.

Fourth, the Settlement was achieved through Plaintiffs' Counsel's investment of hundreds of hours into the case. *Id*., ¶91. Plaintiffs' Counsel prosecuted this case over a multi-year period, filing and pursuing PAGA claims against well-funded and skilled defense counsel who sought to dismiss the claims at every turn. *Id*. Counsel declined the earliest opportunities to settle – which would have been easier but would have left value on the table – and instead litigated aggressively, both in this

Court and in arbitration, to signal the seriousness of the claims and to extract maximum value from Defendants. *Id*., ¶¶9-67. Only after two mediations, and extensive discovery and motions practice, did they agree to resolve the case. *Id*.

Fifth, the requested fees align with what is awarded routinely in California state and federal courts. *Id*., ¶92. *See, e.g., Roos v. Honeywell Int'l, Inc.*, 241 Cal. App. 4th 1472, 1489 (2015) (affirming award of 37.5% of the common fund), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260, 287 (2018); *Martin v. Ameripride Servs., Inc.*, No. 08cv440-MMA (JMA), 2011 U.S. Dist. LEXIS 61796, at *23 (S.D. Cal. June 9, 2011) ("[C]ourts may award attorneys' fees in the 30–40% range in wage and hour … actions that result in recovery of a common fund under $10 million."); *Gomez v. H & R Gunlund Ranches*, No. CV F 10-1163 LJO MJS, 2011 U.S. Dist. LEXIS 135424, at *6, 14–16 (E.D. Cal. Nov. 22, 2011) (awarding 45% of the common fund); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 297–98 (N.D. Cal. 1995) ("Class Counsel have also cited 73 district court opinions in which fees in the range of 30–50 percent of the common fund were awarded."); *Pena v. Taylor Farms Pac., Inc.*, No. 2:13-cv-01282-KJM-AC, 2021 U.S. Dist. LEXIS 45326, at *13 (E.D. Cal. Mar. 10, 2021) (awarding fees equaling 35% of the common fund).

Sixth, Plaintiffs' Counsel litigated this Action on a contingent basis. Bylsma Decl., ¶93. In this case, there was no guarantee of compensation or reimbursement. *Id*. Rather, Plaintiffs' Counsel shouldered all the risks of this litigation, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of the cases without any payment or compensation. *Id*. The inherent risk of proving liability and penalties in the Action and Defendants' representation by skillful counsel confronted Plaintiffs' Counsel with the very real prospect of recovering nothing or close to nothing for their commitment to and investment in the case. *Id*. Nevertheless, Plaintiffs' Counsel committed themselves to developing and pressing Plaintiffs' legal claims to enforce employees' rights. *Id*.

Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. *Id*., ¶94. This does not result in any windfall or undue bonus. *Id*. In the legal marketplace, a lawyer who assumes a significant financial

risk on behalf of a client rightfully expects that his or her compensation will be significantly greater than if no risk was involved (*i.e.*, if the client paid the bill on a monthly basis), and that the greater the risk, the greater the "enhancement." *Id*. Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel. *Id*.

This commitment and the risks involved are precisely the reasons for multipliers in contingency fee cases. *Id*., ¶95. *See e.g.*, *Sonoma Land Tr. v. Thompson*, 63 Cal. App. 5th 978, 986 (2021) ("In contingent fee cases, a fee enhancement compensates the lawyer for having taken the case despite the risk of receiving no payment in the event of a loss or the risk of a delayed payment in the event of a victory."); *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 255 (2001), disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260, 270 (2018) ("Multipliers can range from **2 to 4 or even higher**.") (emphasis added); *In re NCAA Ath. Grant-In-Aid Cap Antitrust Litig*., No. 4:14-md-2541-CW, 2017 U.S. Dist. LEXIS 201108, at *22 (N.D. Cal. Dec. 6, 2017) (noting a district court observation that "during 30 year period from 1973-2003, [the] average multiplier approved in common fund class actions was **3.89**"; "Indeed, **multipliers of 4.0 and above are frequently applied** in granting fee awards from common funds") (emphasis added); *Sternwest Corp. v. Ash*, 183 Cal. App. 3d 74, 76 (1986) (in a PAGA action - "The case is, therefore, remanded to the trial court with directions to enhance the lodestar award by such factor (**two, three, four or otherwise**) that the court, in its discretion shall deem proper.") (emphasis added); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming 3.65 multiplier as "within the range of multipliers applied in common fund cases").

Here, the attorneys' fees requested by Plaintiffs' Counsel – instead of being 3x or 4x lodestar – is only approximately a 1.88x multiplier to lodestar. Bylsma Decl., ¶¶96-97.[8]

[8] Plaintiffs' counsel's rates have been approved in numerous courts and are reasonable considering the marketplace rates. *See* Bylsma Decl., ¶99; Hawkins Decl., ¶37.

With respect to expenses, Plaintiffs' counsel seeks to recover their expenses incurred in the amount of $69,911.54. *Id*., ¶100. Plaintiffs' Counsel's expenses were reasonable, necessary to the prosecution, and of the type customarily billed to fee-paying clients, and should be approved. *Id*., ¶101.

E. The Requested Service Awards Are Reasonable

Service awards "are intended to compensate … representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393 – 94 (2010).

Here, Plaintiffs request a service award of $15,000 each for Plaintiffs Tucker and Torres, and $10,000.00 for Plaintiff Williams. *Id*., ¶103. The requested Service Awards are supported by several factors.

First, Plaintiffs have committed themselves over a multi-year period. Bylsma Decl., ¶104. Representative actions may be derailed if representatives lose stamina particularly over a long period of time. *Id*. Here, Plaintiffs' commitment to the Action was an indispensable causal factor of making this Settlement –that Plaintiffs' Counsel submits is fair, adequate and reasonable – a reality. *Id.*

Second, Plaintiffs spent personal time, energy, and diligence to their role as PAGA representatives in this Action. Bylsma Decl., ¶105; *see* Declarations of Shamiya Tucker, Marlene Torres, and Shylan Williams, filed concurrently herewith. Plaintiffs willingly accepted the demands and uncertainty of lengthy litigation, dedicated time to reviewing case materials, substantively participated in discovery, litigation, mediations, and settlement, stayed in regular contact with counsel, and remained committed throughout to assist counsel in the litigation of the representative claims in this Action. *Id*. Plaintiffs' sustained participation contributed meaningfully to the litigation's progress and to achieving a resolution on behalf of the State of California and Allegedly Aggrieved Employees. *Id*.

Third, Plaintiffs' efforts resulted in a significant benefit in this Settlement for the State of California and Allegedly Aggrieved Employees, furthering the LWDA's mission of enforcing

California's labor laws and protecting workers and providing meaningful payment for the Allegedly Aggrieved Employees. Bylsma Decl., ¶106.

Fourth, Plaintiffs took the significant risk of coming forward to represent the interests of the State of California and their fellow employees. *Id*., ¶107. They stepped into this matter so that the representative claims could proceed out of a sincere desire to see through the adjudication of Defendants' treatment of their employees. *Id*. As a result of their service, they subjected themselves to considerable risks with regards to having their name in the public forum. *Id*.

Fifth, Plaintiffs' requested award is in line with awards in other similar class action settlements in California. *See e.g.*, *Senne v. Kan. City Royals Baseball Corp*., No. 14-cv-00608 JCS, 2023 U.S. Dist. LEXIS 54274, at *70 (N.D. Cal. Mar. 29, 2023) (noting that a $15,000 award "are easily justified and in line with awards in other class action settlements in complex cases" and citing numerous wage and hour cases awarding $15,000 awards); *Amaraut v. Sprint/United Mgmt. Co.*, No. 19-cv-411-WQH-AHG, 2021 U.S. Dist. LEXIS 147176, at *16–22 (S.D. Cal. Aug. 5, 2021) (approving $15,000 and $10,000 service awards); *Villalpando v. Exel Direct, Inc.* (N.D. Cal. Dec. 9, 2016) No. 3:12-cv-04137-JCS, 2016 WL 7785852, at *2 (approving $15,000 service awards to each of three class representatives); *Schneider v. Catholic Healthcare W.* (Super. Ct. S.F. Cnty. Jan. 13, 2017) No. CGC-10-506243, 2017 Cal. Super. LEXIS 2077, at *2 (approving $15,000 service awards to two plaintiffs).

Considering all of the above factors, Plaintiffs' Service Awards are reasonable and should be granted.

F. The Requested Claims Administrator's Costs

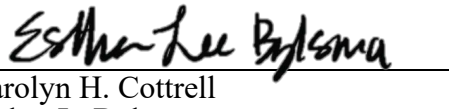
Plaintiffs request the Court approve $104,100.00 in settlement administration costs to the Claims Administrator. Bylsma Decl., ¶110. The Claims Administrator has provided a bid to administer the Settlement for this amount. *Id*.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully requests that the Court grant this motion and enter an order consistent with the Proposed Order and Judgment submitted herewith.

Respectfully Submitted,

Date: October 23, 2026



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