Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTIAN ULESSEY MOLINA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

KAYNE LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV26318

PAGA REPRESENTATIVE ACTION

[*Assigned for all purposes to*: Hon. David S. Cunningham, Dept. 11]

PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE INDIVIDUAL PAGA SETTLEMENT

Hearing Date
Date: July 2, 2025
Time: 11:00 a.m.
Dept.: 11

Complaint Filed: October 27, 2023
FAC Filed: February 29, 2024
Trial Date: not set

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

NOTICE OF MOTION AND MOTION

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on July 2, 2025 at 11:00 a.m. in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, the Honorable David S. Cunningham presiding, Plaintiff Christian Ulessey Molina ("Plaintiff") will, and hereby does, move for an order under Labor Code section 2699(l)(2) approving the Individual Private Attorneys General Act ("PAGA") Settlement Agreement and Release ("Settlement") entered into by Plaintiff and Defendant Kayne LLC ("Defendant"), dismissing Plaintiff's individual PAGA claim with prejudice, and dismissing the class and representative PAGA claims (other than the representative PAGA claim of Plaintiff) without prejudice pursuant to California Rules of Court, Rule 3.770.

Pursuant to Labor Code § 2699(l)(2), the settlement of Plaintiff's PAGA claims requires the Court's approval. The basis for this motion is that Plaintiff and Defendant reached and fully executed an Individual Settlement of the above-entitled case, Case No. 23STCV26318, that disposes of the matter entirely and is fair, reasonable, and serves the purposes of the PAGA statute. The Settlement is fair, adequate, and reasonable, and it provides for civil penalties to be distributed to Plaintiff and the California Labor & Workforce Development Agency.

This motion is based on this Notice, the attached Memorandum of Points and Authorities, the Declaration of Benjamin H. Haber and attached exhibits, as well as the records on file in this action and any argument the Court is presented with at the time of the hearing.

Respectfully submitted,

Dated: April 14, 2025

WILSHIRE LAW FIRM

By: ______________________________
Benjamin H. Haber
Daniel J. Kramer
Chase M. Sterns

Attorneys for Plaintiff

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Plaintiff Christian Ulessey Molina ("Plaintiff") seeks approval of a proposed $200.00 settlement of individual PAGA claims with Defendant Kayne, LLC ("Defendant"). Plaintiff seeks an order approving the Settlement under California Labor Code Private Attorneys General Act, Labor Code §§ 2698, *et seq* ("PAGA").

The proposed settlement resolves Plaintiff's individual PAGA claims alleged in this action and based off of Defendant's alleged failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify for necessary business expenditures, failure to timely produce requested employment records, and unfair business practices. The proposed settlement resolves Plaintiff's above claims on an individual basis only. The proposed settlement includes the dismissal of Plaintiff's individual PAGA claim with prejudice and dismissal of Plaintiff's representative PAGA claim without prejudice.

According to the operative statute, the "superior court shall review and approve any settlement of any civil action filed pursuant to this part." (Labor Code § 2699(s)(2)). As set forth herein, the proposed settlement is fair, reasonable, and adequate given that it is the product of (1) arms length negotiation, (2) negotiated by attorneys experienced in wage and hour issues, (3) was the product of sufficient investigation to evaluate the relative value of Plaintiff's individual PAGA claim, and (4) reflects a compromise based on the relative strength of Plaintiff's individual PAGA claim against the risk, expense, complexity, and likely duration of further litigation. For these reasons, Plaintiff respectfully requests that this Court enter the proposed order and judgment submitted herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND.

On October 27, 2023, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; and (9) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq*. (Declaration of Benjamin H. Haber ["Haber Declaration"] ¶ 3.) On February 29, 2024, Plaintiff amended his complaint by adding a cause of action against Defendant for civil penalties under the Private Attorneys General Act ("PAGA") (Labor Code §§ 2699, *et* seq.) (*Id.*) Plaintiff's PAGA claim stems from the causes of action against Defendant in Plaintiff's First Amended Complaint. (*Id*.)

On December 12, 2023, Plaintiff provided notice to the LWDA and Defendant and on March 27, 2024, Plaintiff provided amended notice to the LWDA and Defendant of the violations described above as required by Labor Code § 2699.3(a)(1),. (*Id.* at ¶ 4.) Pursuant to Labor Code § 2699.3 (a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. (*Id*.) However, the LWDA did not do so. (*Id*.)

Defendant operates a retail store by the name Jenni Kayne. Jenni Kayne primarily sells women's apparel, shoes, and accessories, as well as home furnishings and decor. (Haber Decl., 5.) Defendant has a warehouse in the Los Angeles area for its merchandise. (*Id*.) Plaintiff worked for Defendant as a warehouse worker for approximately two months, from approximately January 2023 to March 2023. (*Id.*) His rate of pay was approximately $25.00/hour. (*Id*.)

A. <u>Plaintiff's Counsel's Investigation and Settlement Negotiations.</u>

Following the filing of Plaintiff's complaint, the Parties engaged in extensive settlement discussions. (Haber Decl., ¶ 6.) To facilitate these discussions, Defendant provided Plaintiff with documents and information relevant to his claims, including an arbitration agreement allegedly signed by Plaintiff. (*Id.*) Due to the arbitration agreement and following further negotiations between the Parties, Plaintiff and Defendant agreed to settle Plaintiff's PAGA claims on an individual basis in order to avoid the expense and time required to arbitrate Plaintiff's claims. (*Id.*)

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Plaintiff submitted the Settlement to the LWDA on April 14, 2025, pursuant to Labor Code § 2699(l)(2). (Haber Decl., ¶ 7.) A true and correct copy of the Private Attorney General Act Settlement Agreement and Release ["Settlement"] executed by the Parties, along with the confirmation that the Settlement was submitted to the LWDA is attached to the Declaration of Benjamin H. Haber as **Exhibit 1**. (*Id.,* Ex. 1.)

B. The Terms of the PAGA Settlement.

The Settlement provides for Defendant to pay $200.00 to settle and release Plaintiff's individual PAGA claims. (Settlement, ¶ 3.) Of that amount, $150.00 will go to the Labor & Workforce Development Agency ("LWDA") and $50.00 will go to Plaintiff. (Settlement, ¶ 3.)

Effective Date: The Effective Date of this PAGA Settlement Agreement is the date the Court approves the PAGA Settlement and Stipulation as set forth in Paragraph 2 of the Agreement.

Dismissal of Class Claims without Prejudice. Plaintiff agreed to dismiss Plaintiff's class and representative PAGA claims without prejudice subject to Court Approval. (Settlement, ¶ 2.)

III. ARGUMENT.

A. Settlement of Plaintiff's Individual PAGA Claim is Appropriate

Plaintiff seeks approval of the settlement of Plaintiff's individual PAGA claim only. PAGA permits an aggrieved employee to sue an employer for civil penalties associated with the employer's alleged violations of the Labor Code. (Labor Code § 2699(a).) Under the statute, of the amount paid to settle a claim for PAGA penalties, twenty-five percent (25%) is payable to the aggrieved employees and seventy-five percent (75%) is payable to the LWDA. (Labor Code § 2699(i).)

Although California precedent holds that a PAGA suit is a "'representative action' in which the employee plaintiff sues as an 'agent or proxy' of the State," as established in *Viking River Cruises, Inc., v. Moriana,* 142 S.Ct. 1906 (2022), PAGA claims can be split into individual and non-individual PAGA claims. (*Viking River,* at 642.) *Viking River* addressed the *Isakanian* rule regarding the Federal Arbitration Act and ruled that it was invalid as it precludes division

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

of PAGA actions into individual and non-individual claims through an agreement to arbitrate. (*Id.* at 662.) As set out below, Plaintiff's individual PAGA settlement is also fair, reasonable, and adequate and satisfies the public policies underlying the PAGA statute and should therefore be approved.

B. The Terms of the PAGA Settlement Are Fair and Should Be Approved.

The settlement of a PAGA claim requires court approval pursuant to Labor Code § 2699, which states that the "superior court shall review and approve any settlement of any civil action filed pursuant to this part." (Labor Code § 2699(s)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (*See In re TD Ameritrade Account Holder Litig.* (N.D. Cal. Sept. 13, 2011) 2011 WL 4079226, *9.) Indeed, "the very essence of a settlement is … 'a yielding of absolutes and an abandoning of highest hopes,'" as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (*See Officers for Justice v. Civil Service Com*. (9th Cir. 1982) 688 F.2d 615, 624-25.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Id.*)

Although the operative PAGA statute does not set forth the criteria by which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement. However, "a PAGA claim asserted on a non-class representative basis…is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." (*See Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, *3; *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, *13 ; *Mendez v. Tween Brands, Inc.*, 2010 WL 2650571, *4 (E.D. Cal. July 1, 2010).) Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process distinct from approval of a class action settlement under Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount(s) that "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages." (*Mendez, supra*, 2010 WL 2650571 at *4.) "Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (*Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777, *4. Moreover, while "'[a PAGA] action is … designed to protect the public and penalize the employer for past illegal conduct," a reviewing Court must take into account the fact that settlement of a PAGA claim – like any settlement – involves a "compromise" that stops short of rendering findings of liability and damages. (*Mendez*, 2010 WL 2650571 at p. *4) As such, the Court must not lose sight of the fact that "[u]nlike a class action seeking damages or injunctive relief 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." (*See Ochoa-Hernandez,* 2010 WL 1340777 at p. *4.)

Second, consistent with the fact that unnamed employees have no property interest in a PAGA claim,[1] "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*See Ochoa-Hernandez, supra,* 2010 WL 1340777 at p. *4.) This renders the approval process of a PAGA settlement distinct from a class action settlement, as there is no need for the Court to employ the "two-step approval process" required under Federal Rule of Civil Procedure 23(e) and Rule 3.769.[2]

---

[1] As held by the California Supreme Court, "[t]he Labor Code Private Attorneys General Act of 2004 does not create property rights or any other substantive rights" as "[i]t is simply a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.)

[2] Significantly, the "two-step" approval process of Rule 23(e) is required to facilitate "notice" to absent class members, as Rule 23(e) expressly requires notice and an opportunity for absent class members to exclude themselves or object. (*See* Fed. R. Civ. P. 23(e) ("The following procedures apply to a proposed settlement … (1) The court must direct notice in a reasonable manner to all class members who would be

Finally, unlike a class action settlement under Rule 23(e) and Rule 3.769, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding…the non-party employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 986-87 .) Thus, with the exception of the named Plaintiff, the scope of a release in a PAGA settlement is necessarily strictly confined to the PAGA penalties alleged in the complaint, and claims that were or could have been alleged pursuant to PAGA based on the factual allegations in the Complaint. In the case at hand, as the only claims at issue are PAGA claims, those will be the only claims extinguished as a result of this Settlement, with the exception of Plaintiff's much broader, general personal release against Defendant.

California courts have a strong policy in favor of settlement. (*See, e.g., Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236.) Unlike individual settlements, class action settlements (and representative PAGA settlements) involve a court approval process that exists to prevent fraud, collusion, and unfairness to absent individuals. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79.) In the class action context, there is a presumption of fairness of a class action settlement when: (1) the settlement is reached as a result of arm's length negotiations; (2) there has been sufficient investigation and discovery; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) Before approving a class action settlement, a trial court must develop an understanding "of the amount that is in controversy and the realistic range of outcomes of the litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120.).

The proposed settlement meets all of these factors.

---

bound by the proposal…. (4) … the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members.… (5) Any class member may object to the proposal if it requires court approval under this subdivision").) Cal. Rule of Court 3.769 contains similar rules for State court class actions.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

1. The Settlement Was Reached Through Arms-Length Bargaining.

The Parties reached the Settlement following settlement discussions that took place following the exchange of documents and information relevant to Plaintiff's PAGA claim. (Haber Decl., ¶ 8.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.* at ¶ 8.) Throughout the settlement discussions, the Parties were willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*)

2. The Settlement Is Based On Sufficient Investigation and Discovery.

Before the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in the exchange of documents and information relevant to Plaintiff's claim. Based upon the information obtained through this exchange of information, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement. (*Id.* at ¶ 9.)

3. Plaintiff's Counsel Have Extensive Experience in PAGA Actions.

Highly capable and experienced counsel conducted the settlement negotiations. Plaintiff's counsel are respected members of the bar with a strong record of vigorous and effective advocacy for their clients, and they are experienced in handling complex wage and hour class action litigation and PAGA actions. (*Id*. at ¶¶ 15-22.) Although Plaintiff and counsel were prepared to litigate the claims in this action, they support the proposed Settlement as being in the best interests of the State of California and Plaintiff. (*Id*. at ¶ 10.)

4. Assessing the Amount In Controversy and the Risks of Trial.

Plaintiff and his counsel remain confident of the merits of Plaintiff's claims. (*Id.* at ¶ 10.) However, Plaintiff does acknowledge that his position includes risk and uncertainty, as described in more detail below. Plaintiff worked for Defendant for approximately two months. (*Id.*) With respect to the meal period allegation, Plaintiff alleges that Defendant did not have fully compliant written meal period policies and had improper automatic deductions of meal periods. (*Id.*) Although Plaintiff contends that this allegation is meritorious, there is risk with

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

this underlying claim. (*Id.*) With respect to the rest period allegation, Plaintiff contends that employees, including himself, were not provided with California-compliant rest periods, as employees were often cut short or otherwise interrupted or that employees would be forced to skip rest breaks due to a heavy workload. (*Id.*) Again, despite Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded and Defendant can argue that the aggrieved employees chose to voluntarily forego their rest periods. (*Id.*) With respect to the unreimbursed business expenses allegation, Plaintiff alleges that Defendant required him to purchase work attire and use his personal phone for work-relate purposes without being reimbursed. (*Id.*) Defendant disputes this claim based on the fact that they provided employees with all the necessary attire and did not require personal phone use for the performance of their duties. (*Id.*) With respect to the failure to produce requested employment records, Plaintiff contends that Defendant failed to timely produce payroll records, timecards, and personnel records. (*Id.*) Lastly, with regard to Plaintiff's wage statement claim, Defendant argues that the wage statements issued to Plaintiff did meet the requirement of Labor Code § 226(a). (*Id.*) Defendant also maintains that any alleged wage statement violation could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties. (*Id.*)

Additionally, Plaintiff faced a significant risk that even if the Court did award PAGA penalties, the Court could drastically reduce the penalties based on the discretionary factors contained in Labor Code § 2699(e)(2) ("In action by an aggrieved employee…, a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."). Plaintiff believed there was a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. (Haber Decl., ¶ 11.)

Without this settlement, the Parties face preparation for arbitration and trial, as well as

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

extensive formal discovery efforts and further depositions. (*Id.*) As a result, the Parties would incur considerably more attorneys' fees and costs through trial. (*Id.*) This settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement approval. (*Id.*)

As described above, the proposed Settlement provides a fair and reasonable monetary recovery to Plaintiff and the LWDA in the face of the contested claims. Plaintiff estimated Defendant's ***realistic exposure*** for the PAGA penalties as follows:

<u>PAGA Penalties for Unpaid Wages, Meal Period Violations, Rest Period Violations, Wage Statement Violations, and Unreimbursed Business Expenses</u>: **$300.00**

Plaintiff worked for Defendant for approximately six pay periods during the PAGA the relevant PAGA period that presented issues with regard to unpaid wages, meal period violations, rest period violations, and unreimbursed business expenses. (Haber Decl., ¶ 12.) Plaintiff acknowledges that when evaluating Defendant's potential exposure, it is likely that the Court would impose only the initial $100 violation for all PAGA violations. (*See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 [finding that the "initial" violation rate applies until the employer has been notified that it is violating a Labor Code provision].) Applying the $100 "initial violation" penalty for each of these pay periods, Defendant's potential PAGA exposure is $600.00 (based on six pay periods). (Haber Decl., ¶ 12.) However, Defendant's contention that the underlying allegations lacked merit led to Plaintiff discounting this maximum exposure by 50% to account for the risk of not prevailing on the merits and the Court's discretion in reducing penalties, in which a portion can be construed as technical in nature. (*Id.*; *see also Fleming v. Covidien Inc.* (C.D. Cal., Aug. 12, 2011, No. (OPX)) 2011 WL 7563047, at *4 [reducing PAGA penalties from $2.8 million to $500,000]; *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 [affirming trial court's finding that awarding maximum PAGA penalties would be unjust].)

Using these estimated figures, Plaintiff predicted that the realistic total potential recovery for Plaintiff and the LWDA would be approximately $300.00. (Haber Decl., ¶ 13.) The proposed Settlement of $200.00 therefore represents 67% of Plaintiff's reasonably forecasted total recovery. (*Id.*) "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 [internal quotations omitted].) In this case, continued litigation would delay payment to the LWDA and Plaintiff as they await trial and, potentially, appellate proceedings. (Haber Decl., ¶ 14.) Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. (*Id.*) The possibility that the Court finds no liability at the PAGA bench trial is also a risk. (*Id.*) In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the Settlement amount is fair. (*Id.*) Further, because of the proposed Settlement, the Plaintiff and the LWDA will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. (*Id.*) Plaintiff also recognizes that proving the amount of wages due to each employee would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

IV. <u>CONCLUSION.</u>

For the reasons set forth above, Plaintiff requests that the Court grant this motion and approve the Parties' PAGA Settlement.

Respectfully submitted,

Dated: April 14, 2025

WILSHIRE LAW FIRM

By: ______________________
Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

Attorneys for Plaintiff

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

PROOF OF SERVICE

Christian Ulessey Molina v. Kayne LLC, et al.
23STCV26318

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On April 14, 2025, I served the foregoing **PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE INDIVIDUAL PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Janel R. Ablon (SBN 198678)
jablon@littler.com
Jennifer A. Goldberg (SBN 292216)
jagoldberg@littler.com
Jonna Newcomb-Carter
jnewcombcarter@littler.com
Mary Ann Gerard
mgerard@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067.3107
Telephone: (310) 553-0308
Fax No.: (800) 715-1330

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on April 14, 2025, at Los Angeles, California.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137