Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff RANDY GOAD

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA BARBARA

RANDY GOAD, on behalf of the State of California and all Aggrieved Employees, Plaintiff, v. SRG OPERATING, INC., a Delaware Corporation; SENIOR RESOURCE GROUP LLC, a Delaware Limited Liability Company; SRG PARTNERS, LLC, a Delaware Limited Liability Company; SRG PARTNERS COMMUNITIES INVESTMENT CO, LLC, a Delaware Limited Liability Company; and DOES 1-100, inclusive, Defendants.	CASE NO. 24CV00643 Assigned for All Purposes to: Hon. Donna D. Geck Dept. 4 MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF RENEWED MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT Date: April 10, 2026 Time: 10:00 a.m. Dept.: 4

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

I. INTRODUCTION

Plaintiff Randy Goad hereby seeks Court approval of a proposed settlement of claims brought under the Private Attorneys General Act ("PAGA") against defendant SRG Operating, Inc. ("SRG" or "Defendant"). Consistent with PAGA, the proposed settlement releases claims under PAGA only and has no impact on the individual claims of any allegedly aggrieved employee other than Plaintiff. Since the settlement resolves nothing more than claims under PAGA, it requires only a one-step review and approval process by the Court, and for the reasons discussed below, the proposed settlement is fair, reasonable, and adequate, and advances the statutory purposes of PAGA. Plaintiff respectfully requests the Court approve the Settlement in its entirety.

II. BACKGROUND

Defendant SRG and its affiliates own and operate skilled nursing facilities throughout the United States, including 8 locations in California alone. Plaintiff Goad worked as a kitchen helper and a security guard at Defendant's Santa Barbara location, from about August 2019 through May 2023. As a kitchen helper, his duties included cleaning dishes, cleaning the dining room, setting up buffet tables, and assisting in food preparation. He typically worked 3-5 shifts per week, from 12:00 p.m. to 9:00 p.m., and he sometimes worked a double shift. As a security guard, his duties included patrolling the property indoors and outdoors, ensuring doors were locked, and documenting any suspicious activity. [Declaration of Sepideh Ardestani ("Ardestani Decl."), ¶ 4.]

After notice to the LWDA and Defendant, and exhausting administrative remedies, on February 5, 2024 Plaintiff filed a representative complaint seeking PAGA civil penalties for Defendant's alleged failure to pay all minimum wages, overtime wages, premium wages in lieu of late, short, or denied meal and rest periods, all wages due upon separation of employment, failure to furnish accurately itemized wage statements, and failure to reimburse business expenses to Plaintiff and Aggrieved Employees defined as "all current and former non-exempt employees employed by Defendants in California at any time during the PAGA Period (December 2, 2022 to the present)." On March 6, 2024, this Court granted the Parties' stipulation to submit Plaintiff's individual PAGA claim to arbitration and stay the non-individual PAGA claim. On or about March 21, 2024, Plaintiff filed his arbitration demand with JAMS. [Ardestani Decl., ¶ 5; Exh. 2.]

The Parties subsequently began meeting and conferring regarding discovery, potential law and motion, and other case and arbitration management issues, and eventually agreed to attempt early mediation. They also agreed to and did informally exchange information to permit both sides to evaluate Plaintiff's allegations. Through this informal discovery, Defendant provided Plaintiff with information including, inter alia, Plaintiff's personnel file, the number of potential Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records for a sampling of the Aggrieved Employees, and relevant policy documents regarding Defendant's time keeping and reporting policies and meal and rest break policies, among other pertinent materials. [Ardestani Decl., ¶ 6.]

On February 5, 2025, the Parties mediated the case with Daniel Turner, Esq., a respected professional neutral with extensive PAGA/wage and hour experience. Before and during the mediation, Plaintiff and his counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of damages, trial, and appellate issues and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiff's ability to proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiff's claims and Defendant's defenses, and the Parties' data analyses and conclusions based on data provided by Defendant. After a contentious day of negotiations, the Parties reached agreement and subsequently formalized their tentative settlement in the Settlement Agreement now before the Court for approval. [Ardestani Decl., ¶ 7.] A fully executed, true and correct copy of the PAGA Settlement Agreement ("Settlement Agreement") is attached to the Ardestani Declaration as Exhibit 1.

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

A. <u>SETTLEMENT TERMS AND DISTRIBUTION OF PAGA PENALTIES</u>

Under the settlement, Defendant will make the following payments: (a) $425,298.01 in PAGA Penalties, of which 75% (about $318,973.51) will go to the LWDA, and the remaining

25% (about $106,324.50) will be distributed to the Aggrieved Employees;[1] (b) $5,500.00 to Simpluris, Inc. for administration of the Settlement; (c) $225,000 to Plaintiff's Counsel for attorney's fees, subject to Court approval; (d) $18,201.99 to Plaintiff's Counsel for actual litigation costs and expenses, and (e) $1,000.00 to Plaintiff as a service award. The distribution to the Aggrieved Employees will be distributed to the Aggrieved Employees in proportion to the total number of Pay Periods each individual worked during the PAGA Period of December 1, 2022 to April 15, 2025, with an average award currently estimated at about $55 per individual. [Ardestani Decl., ¶ 8.]

B. PAYMENT AND THE NOTICE

The Parties propose using Simpluris, Inc. as the Settlement Administrator. Simpluris has extensive experience administering PAGA settlements, and has agreed to cap its fees at $5,500. [Declaration of Denise Islas, ¶¶ 2-10; Exhs. A-C.] SRG will fund all amounts due under the Settlement within 14 days of the Effective Date, and within 14 days of funding Simpluris will mail a notice and settlement check to all Aggrieved Employees via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in SRG's records. Aggrieved Employees need not submit claim forms and will automatically receive a notice and settlement check. Settlement checks will be negotiable for 180 days, after which time any unclaimed residual funds will be forwarded to the California State Controller's Unclaimed Property Fund. [Ardestani Decl., ¶ 9.]

C. THE RELEASE

The California Supreme Court has explained that a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." Arias v. Superior Court (2009) 46 Cal.4th 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only civil penalty claims brought under PAGA. Under Arias, the order the Parties request the Court enter is

[1] Under Labor Code § 2699(v), the penalties are divided 75% to the LWDA and 25% to the Aggrieved Employees because the complaint was filed before June 19, 2024.

intended to be "binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." The Settlement Agreement protects the rights of the Aggrieved Employees to bring their own individual claims should they wish. For these reasons, the Parties contend the release narrowly applies only to the PAGA claims alleged, and the Settlement Agreement specifically provides the Release is inapplicable to any claims other than those brought under PAGA. [Ardestani Decl., ¶ 10.]

IV. THE SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE, FURTHERS THE PURPOSES UNDERLYING PAGA, AND WARRANTS APPROVAL

PAGA requires the Court to "review and approve any settlement of any civil action filed pursuant to this part." Labor Code § 2699(*l*)(2). Recently, the appellate court in Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, defined the standard for courts to apply when reviewing settlements under PAGA. The court held a trial court must ensure that 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." Id. at 77.

In so holding, Moniz noted many federal district courts had imported class action settlement approval principles when evaluating PAGA settlements, demanding that PAGA settlements be "fair, reasonable, and adequate," and weighing factors such as "the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount[.]" Id. at 75-76 (collecting cases). Observing that "PAGA's purpose" is to "protect the public interest"—especially the allegedly Aggrieved Employees—the Court agreed with this district court authority, concluding that much the same principles that ensure fairness in class action settlements serve the public interest in the PAGA context. Essentially, these factors are more or less identical to those California courts use to evaluate class action settlements per Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116 and, accordingly, Plaintiff submits they should inform the Court's analysis as well. For the reasons below, the proposed settlement is fair, reasonable and adequate, advances the purposes underlying PAGA, and should be approved.

A. NATURE OF THE ALLEGED VIOLATIONS

Plaintiff primarily contends Defendant failed to pay all wages due because he and other employees were required to wait in line to clock in and clock out for shifts as well as meal periods, and Plaintiff estimates employees lost around an hour of compensable time per week as a result. As the California Supreme Court recently held in Frlekin v. Apple Inc., (2020) 8 Cal. 5th 1038, that time spent by employees waiting for and undergoing these mandatory exit searches was compensable time. Huerta v. CSI Elec. Contractors, (2024) 15 Cal. 5th 908 (same). Thus, per Plaintiff, the time employees spent waiting to clock in/out was compensable and resulted a failure to pay wages for all hours worked by the Aggrieved Employees. [Ardestani Decl., ¶ 11.]

He further alleges SRG failed to provide Aggrieved Employees with compliant meal periods and that even if they even received a meal period, the breaks frequently were late, interrupted, and/or or lasted less than 30 minutes, largely due to the press of business and amount of work to be completed. Based on the sampling provided by Defendant of time and corresponding wage records for Aggrieved Employees, Plaintiff's expert calculated a 25.6% meal period violation rate. Thus per Plaintiff, even assuming Defendant had a compliant written meal period policy, there still were numerous "de facto" violations for untimely or short meal periods, the vast majority of which went uncompensated with the required one hour of premium pay. Plaintiff similarly contends Defendant failed to provide Plaintiff and the Aggrieved Employees with compliant rest periods for essentially the same reasons, and that rest periods regularly were late, short, or missed completely (especially for third rest breaks on shifts of 10+ hours). [Ardestani Decl., ¶ 12.]

On the expense reimbursement claim, Plaintiff had to use his personal cell phone for work purposes and regularly had to use his phone to communicate with management, particularly when working in the kitchen, and that the head chef constantly was contacting him on his personal phone both while clocked and while he was not working. An employer must reimburse employees for use of personal devices, and if the employee has an unlimited monthly plan then the employer must reimburse an amount that equates to the employee's percentage of use for work. Cochran v. Schwan's Home Serv. (2014) 228 Cal.App.4th 1137. [Ardestani Decl., ¶ 13.]

Plaintiff also brings claims derivative of the foregoing claims, including a derivative wage statement claim based on the failure to pay all wages due, and failure to pay all wages due and owing upon separation of employment under Labor Code §§ 201-203. [Ardestani Decl., ¶ 14.]

B. NUMBER OF ALLEGED VIOLATIONS AND POTENTIAL PENALTIES

For mediation, SRG indicated it employed approximately 1,912 non-exempt employees in California during the relevant time frame, and these individuals worked approximately 53,995 pay periods during that time. Based on the data provided by Defendant, Plaintiff estimated Defendant's maximum PAGA exposure at approximately $23,094,300 including approximately $5,399,500 on the unpaid wage/off the clock claims, about $1,382,300 on the meal period claims, $5,399,500 on the rest period claims, $5,399,500 on the wage statement claims, $5,399,500 on the expense reimbursement claims, and about $114,000 in civil penalties for failing to timely pay wages on separation of employment. [Ardestani Decl., ¶¶ 15-16.]

C. THE SETTLEMENT MEETS THE KULLAR FACTORS, INCLUDING THE STRENGTH OF PLAINTIFF'S CASE, THE DISCOVERY PERFORMED, AND AMOUNT OFFERED IN SETTLEMENT

In response to Plaintiff's unpaid wage claim, SRG argued its time keeping and rounding policies are fully compliant with California law, and that it accurately tracked and paid for all hours worked by Plaintiff and the Aggrieved Employees. It also argued that its policies strictly prohibited any kind of "off the clock" work and, to the extent it happened at all, it was intermittent and against company policy, and done with management's knowledge or consent. White v. Starbucks Corp. (N.D. Cal. 2007) 497 F.Supp.2d 1080, 1083 (employer must have actual or constructive knowledge of the off the clock work). Finally, Defendant strongly disputed that employees spent any measurable amount of time waiting to clock in or out, and argued that there are ample time clocks available at each of its locations such that an employee would rarely if ever need to wait to clock in or out. [Ardestani Decl., ¶ 17.]

On the meal break claims, SRG offered multiple defenses. First, it emphasized it maintained fully compliant written polices, that it authorized and permitted all necessary breaks, and that employees received full uninterrupted lunch periods. Defendant further argued that even to the extent meal or rest breaks were missed or arguably non-compliant, it was in violation of company policy and aberrational, and would require significant individual inquiries to determine the reasons underlying any such alleged violations and whether it was by employee choice or some other reason. Thus, per Defendant, any trial on this issue would be unmanageable because of these individualized issues. Defendant also emphasized in paid thousands in meal period premiums during the PAGA Period, which would further evidence its good faith efforts to comply with the law. [Ardestani Decl., ¶ 18.]

As with meal breaks, Defendant argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Further, per Defendant, in light of the fact that it is not required to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. This arguably would once again make a trial unmanageable since the number of instances an employee missed a rest break would have to be tested on a case by case basis to determine compliance. [Ardestani Decl., ¶ 19.]

For Plaintiff's expense reimbursement claim, SRG emphasized its written policies prohibited employees from using their own phones while on the clock and working. Beyond that, Defendant argued there were be no need for employees to use their phones while working, and if they did it was purely for personally convenience and therefore it was not reimbursable as a "necessary" business expense. [Ardestani Decl., ¶ 20.]

Plaintiff also alleged derivative violations of Labor Code § 226 (wage statement violations) and §§ 201-203 (waiting time penalties). Both claims, since they are entirely derivative, will rise or fall along with the primary claims, in addition to being subject to "good faith" and other defenses available to Defendant. Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1203-04 (holding employer did not willfully fail to pay wages under Labor Code § 203 even though the class prevailed on the merits on the underlying claim for failing to pay living wages). Accordingly, Plaintiff had to discount the value of these claims significantly in light of these multiple potential defenses. Defendant also contended a substantial discount should be applied to the civil penalties for these derivative (i.e., "stacked") violations, as it would be unfair to penalize Defendant multiple times for the same violation. [Ardestani Decl., ¶ 21.]

Defendant also emphasized PAGA gives the Court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(h). Several state and federal courts in California have applied significant reductions to PAGA civil penalties even after plaintiffs prevailed on the merits. In Fleming v. Covidien (C.D. Cal. 2011) 2011 U.S. Dist. LEXlS 154590, *8-9, for instance, the district court reduced the potential penalties by over 82% after a bench trial. More recently, in Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504, after a bench trial, the trial court awarded penalties of just $5 per pay period, a 90% reduction, which decision was upheld on appeal. In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. Lexis 48557 (PAGA penalties denied after trial). [Ardestani Decl., ¶ 22.]

Thus, Defendant raised various and multi-layered defenses to each of Plaintiff's claims, anyone of which, if successful, could have derailed Plaintiff's case. And Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward with litigation, and it could have taken years to realize any recovery in this action along with the possibility of post-trial appeals. In additional to its merits defenses and arguing trial would be unmanageable, Defendant also intended to raise additional defenses on damages, including the proper measure of civil penalties and the appropriate discount to place on any assessment of such penalties. [Ardestani Decl., ¶ 23.]

Although Plaintiff and his counsel believe they could have prevailed, there was no such guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored into the equation, the settlement value is reasonable and supported. Of course, to recover anywhere near the maximum penalties Plaintiff would have to shoot the moon and win both liability and maximum penalties on all claims for every single pay period at issue, which outcome, for the reasons discussed, is unlikely. Given Defendant's various procedural and merits defenses, as well as the substantial penalty reductions ordered in the cases above – which occurred after trial – the proposed settlement is reasonable. [Ardestani Decl., ¶ 24.]

Importantly, the mere fact that a settlement does not provide the same recovery as might be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate. Wershba, 91 Cal.App.4th at 246, 250 ("even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation"); 7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 ("The fact that a proposed settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved"); Lane v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 ("[T]he question whether a settlement is fundamentally fair . . . is different from the question whether the settlement is perfect in the estimation of the reviewing court"); White v. Experian Information Solutions, Inc. (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and reasonable even though it represented 99% discount off the maximum value of the claims).

In sum, when the risks of litigation, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, the Court's substantial discretion to reduce any penalty award all are accounted for, it is clear a settlement amount of $425,298.01 in PAGA civil penalties, plus additional amounts to be paid separately for administration costs, Plaintiff's counsel's reasonable attorney's fees and costs, and Plaintiff's service award, is within the ballpark of reasonableness, furthers the purposes underlying PAGA, and approval is appropriate.

V. SUBMISSION TO THE LWDA

Plaintiff timely served the LWDA with the Settlement Agreement and this Motion, and notified the LWDA of this approval hearing. [Ardestani Decl., ¶ 25; Exh. 3.] Accordingly, the LWDA will be able to weigh in as necessary and, importantly, many courts find it persuasive of approval if the LWDA ultimately declines to offer any comment or objection to a proposed PAGA settlement. Echavez v. Abercrombie & Fitch Co., Inc. (C.D. Cal. Mar. 23, 2017) 2017 WL 3669607, at *3 (court inferred the LWDA's non-response as "tantamount to its consent to the proposed settlement terms, namely the proposed PAGA penalty amount."); Jennings, 2018 WL

4773057, at *9 ("Plaintiffs submitted the settlement agreement to the LWDA, and the LWDA has not objected to the settlement."); Jordan, 2018 U.S. Dist. LEXIS at *7 ("Additionally, the Court finds it persuasive that the LWDA was permitted to file a response to the proposed settlement and no comment or objection has been received.").

VI. THE REQUESTED SERVICE AWARD IS REASONABLE

A modest incentive award for Plaintiff is appropriate under applicable law. See Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (collecting cases awarding class representatives service and incentive payments ranging from $2,000 to $25,000). He devoted time and resources to the litigation, provided documents, assisted Class Counsel with investigating the claims asserted and in preparing for mediation. The service payment provided to Plaintiff as the PAGA representative is typical in representative action cases and reasonable. Rodriguez v. W Publ'g Corp. (9th Cir. 2009) 563 F.3d 948, 958-59 (incentive awards are "intended to compensate class 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.").

Here, the Settlement Agreement provides for an enhancement of up to $1,000.00 to Plaintiff, to be paid separately by Defendant in addition to the proposed civil penalties. This request is reasonable given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As stated in his declaration filed herewith, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. [Brouillette Decl., ¶ 26; Declaration of Rancy Goad, ¶¶ 2-9.]

VII. THE REQUESTED FEES AND COSTS ARE FAIR AND REASONABLE

For their efforts and the contingent risk undertaken in obtaining a settlement that benefits the LWDA and PAGA Group Members, Plaintiff and his counsel request the Court approve a payment of $225,000 to counsel for reasonable attorney's fees, plus actual litigation costs in the amount of $18,298.99, which amounts will be paid separately by Defendant in addition to the proposed civil penalties. These fees are warranted under the law and within the range of fees commonly awarded in similar cases.

VIII. PLAINTIFF'S COUNSEL ARE ENTITLED TO RECOVER ATTORNEY'S FEES UNDER PAGA

PAGA provides a Plaintiff is entitled to recover reasonable attorney's fees, expenses, and costs under Labor Code § 2699(g)(l): "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, ..." As discussed below, reasonable attorney's fees and costs are typically awarded under the common fund doctrine in a *qui tam* such as this one, where, as here, the litigation creates a common fund of money in a specific amount for the benefit of others.

As noted, Defendant agreed to pay Plaintiff's counsel's fees in the amount of $225,000 and actual costs of $18,298.99, subject to Court approval. When subject to a "lodestar crosscheck," Plaintiff submits this amount is eminently reasonable as it represents only a fraction of the base lodestar.

Under the "lodestar multiplier" method of cross-checking proposed fee awards, the court first ascertains counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney's reasonable hourly rate, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. PLCM Group, Inc. v. Drexler (2000) 22 Ca1.4th 1084, 1095-96; Lealao, 82 Cal.App.4th at 43 (court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation").

Here, Plaintiff's counsel's lodestar is approximately $146,090, based on 200.7 attorney/paralegal hours spent litigating the case. [Ardestani Decl., ¶¶ 27-46; Exh. 4.] On a lodestar basis, the fee request of $225,000 results in a multiplier of 1.54, which is a modest enhancement entirely in line with California law. [Id.] Indeed, California courts routinely approve multipliers in the in the 2-4 range to compensate for the time and risk of class action cases. Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 (affirming attorneys' fee award including an upward multiplier of 2.5); Wershba, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); City of Oakland Oakland Raiders (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of 2.34).) Class Counsel submits that the requested 1.54 multiplier effectively operates to show that the percentage fee request is reasonable considering the challenges presented in this contingency fee matter, and appropriately compensates Class Counsel for the contingent risk assumed and delay in payment during the 2+ years counsel has been representing Plaintiff. Thus, the multiplier results in a fee constituting a fair return on the contingency.

C. The Requested Costs Are Fair And Reasonable

Plaintiff's Counsel requests reimbursement of actual out-of-pocket expenses incurred to prosecute this action. These expenses were incidental and necessary to the effective representation of the employees, and Plaintiff's Counsel is permitted to recover their litigation costs and expenses under PAGA. Plaintiff's Counsel's actual out-of-pocket expenses incurred to prosecute this action, which Defendant agreed to pay in the amount of $18,298.99 separately and in addition to the proposed civil penalties. This includes filing fees, service of process, mediation costs, and postage, while waiving photocopying costs and legal research charges. These expenses were incidental and necessary to the effective representation of the State and employees, are reasonable in amount and uncontested, and should be approved. [Ardestani Decl., ¶¶ 45-46.]

VIII. CONCLUSION

For the foregoing reasons, Plaintiff requests the Court approve the proposed settlement under PAGA, approve the requested payment of reasonable attorney's fees and costs, approve Plaintiff's requested service award, approve Simpluris, Inc. as the settlement administrator and approve is fees in the amount of $5,500, approve the proposed distributions to the LWDA and Aggrieved Employees, and enter judgment.

Dated: November 18, 2025

CROSNER LEGAL, PC

Sepideh Ardestani
Jamie K. Serb
Zachary M. Crosner
Attorneys for Plaintiff RANDY GOAD