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as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

KARINA A. SANTOYO, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

A P R CONSULTING, INC., a California
Corporation; LIBERTY UTILITIES (PARK
WATER) CORP., a California Corporation;
LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP., a California
Corporation; LIBERTY UTILITIES
(CALPECO ELECTRIC) LLC, a California
LLC; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV04117

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: May 29, 2025
Time: 10:30 a.m.
Courtroom: Dept. 12
Judge: Hon. Carolyn B. Kuhl

Action Filed: February 20, 2024
Trial Date: Not Set

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

2 PLEASE TAKE NOTICE that on May 29, 2025, at 10:30 a.m., or as soon thereafter as the
3 matter may be heard, in Department 12 of the above-captioned Court, located at 312 North Spring Street,
4 Los Angeles, California 90012, Plaintiff KARINA A. SANTOYO ("Plaintiff") will and hereby does
5 move this Court for an order approving of the PRIVATE ATTORNEYS GENERAL ACT
6 SETTLEMENT AGREEMENT AND RELEASE ("Agreement" or "Settlement") reached with
7 Defendants APR CONSULTING, INC. ("Defendant APR"), LIBERTY UTILITIES (PARK WATER)
8 CORP., LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP., and LIBERTY
9 UTILITIES (CALPECO ELECTRIC) LLC ("Defendants Liberty") (hereinafter "Defendants"), a true
10 and correct copy of which is attached as Exhibit 1 to the Declaration of Lilit Tunyan submitted herewith.

11 Specifically, the Plaintiff moves for an order to:

- 12 1. grant approval of the terms of the Agreement pursuant to the Labor Code Private
13 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the
14 settlement; the amount of distributions to the State and Aggrieved Employees; the amounts
15 allocated to attorneys' fees and costs; the amount allocated to the settlement administrator; and,
16 2. direct disbursement of the Gross Settlement Amount pursuant to the terms of the
17 Agreement.

18 This motion is based on this Notice, the following Memorandum of Points and Authorities, the
19 Declarations of Lilit Tunyan, Plaintiff, Defendants' counsel and ILYM Group, Inc. submitted herewith,
20 all other pleadings and papers on file in this action, and any oral argument or other matter that may be
21 considered by the Court.

22 Respectfully submitted,

23 Dated: March 5, 2025

TUNYAN LAW, APC

24 By:  _____

25 Lilit Tunyan
26 Artur Tunyan

27 Attorneys for Plaintiff KARINA A. SANTOYO

1
2 Dated: March 5, 2025

THE SENTINEL FIRM, APC

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4
5 By:  _____

6 Seung Yang
7 Tiffany Hyun

8 Attorneys for Plaintiff MARCO SEGOVIA SANCHEZ
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

In this matter, Plaintiff KARINA A. SANTOYO (“Plaintiff”) asserted wage and hour claims against Defendants APR CONSULTING, INC. (“Defendant APR”), LIBERTY UTILITIES (PARK WATER) CORP., LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP., and LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (“Defendants Liberty”) (hereinafter “Defendants”) (Plaintiff and Defendants collectively referred to herein as the “Parties”).

On October 8, 2024, the Court granted Plaintiff’s application to dismiss Plaintiff’s class claims against Defendants without prejudice leaving only the cause of action under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, et seq. (“PAGA”) and Plaintiff’s individual claims. In lieu of arbitrating Plaintiff’s individual claims and litigating PAGA non-individual representative claims, the Parties agreed to mediate with the scope of Plaintiff’s individual claims and PAGA claims. After exchanging documents and voluminous data prior to mediation, Plaintiff and Defendants reached a proposed settlement that will resolve the PAGA claims pending in this action and Plaintiff’s individual claims.

Under the PAGA Settlement Agreement (“Agreement” or “Settlement”), Defendants shall pay a maximum sum of **\$190,000.00**, referred to in the Agreement as the Gross Settlement Amount, for aggrieved employees employed in California as non-exempt hourly employees during the designated PAGA period (there were approximately **342** individuals meeting this definition of aggrieved employee as of November 19, 2024). It is estimated that there are approximately **12,073** pay periods as of November 19, 2024. This is a fair and reasonable result, based upon the facts and circumstances discovered to exist. The Agreement is based upon the model agreement template made available by the Los Angeles Superior Court.

The proposed settlement will dispose of the PAGA claim alleged in this matter – which was predicated upon certain alleged violations of the Labor Code – on behalf of the California Labor and Workforce Development Agency (“LWDA”) and current and former California employees of Defendants who were employed at any time from February 19, 2023 through the date of entry of order for approval of the Settlement by the Court or February 7, 2025, whichever is earlier.

1 This motion is brought pursuant to Labor Code § 2699.3(b)(4). This motion and the Agreement
2 were served on the LWDA prior to the filing of this Motion. Labor Code § 2699(e)(2).

3 For the reasons below, Plaintiff requests that the Court enter an order approving the settlement.

4 **II. SUMMARY OF THE TERMS OF SETTLEMENT**

5 The full terms of the settlement are in the Agreement. The key material terms are as follows:

- 6 (a) The Aggrieved Employees: The Aggrieved Employees (also known as the
7 “PAGA Members”) are: “All non-exempt or hourly employees of Defendants
8 Liberty who worked in California during the PAGA Period and non-exempt or
9 hourly employees placed to work for Defendants Liberty in California during the
10 PAGA Period including from Defendant APR.” It is estimated that there are
11 approximately **12,073** pay periods from February 19, 2023 through November
12 19, 2024. (Agreement, ¶¶ 1.4, 1.19, 4.1.)
- 13 (b) The PAGA Period: February 19, 2023 through the date of entry of order for
14 approval of the Settlement by the Court or February 7, 2025, whichever is earlier.
- 15 (c) No Reversion: The Settlement is non-reversionary. (Agreement, ¶ 3.1.)
- 16 (d) Gross Settlement Amount: Defendants agree to pay the maximum sum of
17 **\$190,000.00** (hereinafter referred to as the “Gross Settlement Amount” or
18 “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of
19 Plaintiff’s Counsel’s attorney’s fees and costs and the settlement administrator’s
20 fees and costs. (Agreement, ¶ 3.1.)
- 21 (e) Escalator Clause: This settlement is based on Defendants’ representation that as
22 of November 19, 2024, there are 342 allegedly Aggrieved Employees who
23 worked 12,073 Pay Periods from February 19, 2023 through November 19, 2024.
24 The settlement as negotiated contemplates a PAGA Pay Period count through
25 February 7, 2025 or the date the Court signs an Order approving the PAGA
26 settlement, whichever is earlier. If the number of actual PAGA pay periods
27 during the PAGA period exceeds 10% of the estimated pay periods (i.e., exceeds
28 13,280 pay periods), Defendants shall increase the Gross Settlement Amount by a

1 pro-rata dollar value equal to the number of pay periods in excess of 13,280 pay
2 periods. For example, if there is a 1% increase over 10% then the GSA increases
3 by 1%. APR and the Liberty Defendants will each contribute on a pro rata basis
4 between them based on their increase in pay periods, if any. (Settlement, ¶ 8.)

5 (f) Net Settlement Amount: At least **\$100,136.40** will be available for distribution to
6 the Aggrieved Employees and the LWDA. Of this amount, the LWDA will
7 receive at least **\$75,102.30** under the Agreement, and Aggrieved Employees will
8 receive at least **\$25,034.10**. (Agreement, ¶ 1.15.)

9 (g) Attorney's Fees: Plaintiff's Counsel request an award of attorney's fees in the
10 amount of **\$63,333.33**, which is one third of the GSA. (Agreement, ¶ 3.2.1.)

11 (h) Litigation Costs: Plaintiff's Counsel's litigation costs are capped to a maximum
12 amount of \$23,000. Those actual costs are \$21,080.27 which include the future
13 motion and final report filing fees and CaseAnywhere future charges. Therefore,
14 **\$21,080.27** is requested, by Plaintiff. (Agreement, ¶ 3.2.1)

15 (i) Settlement Administration: Payment to Aggrieved Employees and administration
16 will be accomplished through third-party settlement administrator ILYM Group,
17 Inc., which has agreed to perform Settlement Administrator duties for a flat fee
18 not to exceed **\$5,450.00**, which is reasonable, based on all of the services offered.
19 (Agreement, ¶ 3.2.2)

20 (j) General Release by Plaintiff: Plaintiff shall receive **\$10,000.00** in lieu of
21 arbitrating Plaintiff's individual claims as a consideration for representing PAGA
22 Employees and for a general release of all Plaintiff's claims beyond PAGA
23 claims released in this action in accordance with a separate individual settlement
24 and release agreement entered between the Parties. (Agreement, ¶ 1.10.)

25 (k) Uncashed Checks: Funds represented by checks returned as undeliverable after a
26 re-mailing, and funds represented by checks remaining uncashed for more than
27 180 days after issuance, will be sent to the California State Controller's
28 Unclaimed Property division. (Agreement, ¶ 4.4.3.)

- (l) Release: In exchange for the above settlement consideration, Defendants shall be entitled to a release from the LWDA and each and every Aggrieved Employee, including Plaintiff. (Agreement, ¶ 5.2.)
- (m) Tax Allocation: The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and will be allocated as 100% penalties, which will be reported on IRS Form 1099-MISC, if required. (Agreement, ¶ 3.2.3.2)
- (n) No Right to Opt-out: There is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude themselves from the Settlement. (Agreement, Exhibit B, Notice of Settlement)
- (o) Notice to LWDA: The Declaration of Lilit Tunyan confirms that notice was provided to the LWDA and that the Agreement was provided to the LWDA at least 16 court days prior to this application filing and attaches the confirmatory submission documents. (Tunyan Decl., ¶ 44 and Exh.3.)

III. STATEMENT OF FACTS

Plaintiff alleges that Defendants engaged in practices and procedures that violated the California Labor Code. These alleged statutory violations subject Defendants to potential liability for PAGA penalties pursuant to Labor Code § 2698, the PAGA. Through this action, Plaintiff seeks to recover civil penalties pursuant to Labor Code § 2698, *et. seq.* (Tunyan Decl., ¶ 3.)

Defendants Liberty are regulated water, wastewater, natural gas, and electric utility company providing local utility management, service, and support to small and mid-sized communities across the United States. Defendant APR is a staffing agency providing professional recruiting and contingent workforce solutions to defendants Liberty Utilities. For purposes of this settlement, Defendants employed individuals in various positions in California. (Tunyan Decl., ¶ 4.)

IV. PROCEDURAL HISTORY

On February 19, 2024 and June 25, 2024, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code § 2699.3. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged

violations referenced in the letter. (Tunyan Decl., ¶ 5.) On February 20, 2024, Plaintiff commenced this Action by filing a class action complaint alleging seven causes of action against Defendant APR and Defendant LIBERTY UTILITIES (PARK WATER) CORP (the “Lawsuit”). On April 25, 2024, Plaintiff filed her First Amended Complaint which added a cause of action for civil penalties pursuant to the PAGA based on the same Labor Code violations alleged in the Complaint. On June 20, 2024, Plaintiff filed DOE amendments adding Defendants LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP. and LIBERTY UTILITIES (CALPECO ELECTRIC) LLC to this action. On October 8, 2024, the Court granted Plaintiff’s application to dismiss Plaintiff’s class claims against Defendants without prejudice leaving only the eight causes of action under PAGA and Plaintiff’s individual claims one through Seven (the “Complaint”) (Tunyan Decl., ¶ 6.) Defendants deny all liability and admit to no claim by virtue of their agreement to settle. (Tunyan Decl., ¶ 7.) Because Court approval of a PAGA settlement is required, the settlement is presented for approval. (Tunyan Decl., ¶ 8.)

V. SETTLEMENT NEGOTIATIONS

Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in the Complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiff’s Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues. (Tunyan Decl., ¶ 9.)

The Parties agreed to participate in a mediation in an effort to resolve the PAGA claims asserted in this matter. The Parties selected mediator Kevin T. Barnes, Esq., a neutral with extensive experience litigating and mediating wage and hour class and representative actions. Prior to the mediation, Plaintiff requested substantial data from Defendants, and Defendants provided requested data pursuant to the mediation privilege. (Tunyan Decl., ¶ 10.) The Parties participated in a full-day mediation on December 9, 2024. They did not reach a settlement on the mediation day but continued settlement negotiations with the assistance of the mediator and reached a settlement shortly thereafter. The Parties then spent many weeks negotiating the detailed terms of the Settlement memorialized in a long-form agreement to resolve this matter. (Tunyan Decl., ¶ 12.)

DISCUSSION

VI. THE QUI TAM NATURE OF PAGA CLAIMS

This case is solely a PAGA claim, not a class action, and the standard for determining the reasonableness of a settlement has not been the subject of significant judicial discussion. In 2003, California enacted the Private Attorneys General Act of 2004 to remedy systemic underenforcement of many worker protections. *Williams v. Superior Court*, 3 Cal. 5th 531, 545 (2017).

The solution enacted by the Legislature deputized private citizens to recover civil penalties for the State, where those penalties were previously only available to State law enforcement agencies:

The Legislature declared that ***adequate financing of labor law enforcement was necessary to achieve maximum compliance with state labor laws, that staffing levels for labor law enforcement agencies had declined and were unlikely to keep pace with the future growth of the labor market***, and that it was therefore in the public interest to allow aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code violations, with the understanding that labor law enforcement agencies were to retain primacy over private enforcement efforts.

Arias v. Superior Court, 46 Cal. 4th 969, 980 (2009) (emphasis added).

“Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.” *Arias*, 46 Cal. 4th at 986. With limited exceptions, “[o]f the civil penalties recovered, 75 percent goes to the Labor and Workforce Development Agency, leaving the remaining 25 percent for the ‘aggrieved employees.’” *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 380 (2014) *certiorari denied sub nom. CLS Transportation Los Angeles v. Iskanian*, — U.S. —, 135 S.Ct. 1155, 190 L.Ed.2d 911 (Jan. 20, 2015). Thus, a PAGA claim is, predominantly, a claim belonging to the State.

“The civil penalties recovered on behalf of the state under the PAGA are distinct from the statutory damages to which employees may be entitled in their individual capacities.” *Iskanian*, 59 Cal. 4th at 381. Because of this distinction, and the fact that the penalties made available through PAGA fell previously within the exclusive domain of State enforcement, the California Supreme Court explained that PAGA suits are best viewed as a species of *qui tam* action. *Iskanian*, 59 Cal. 4th at 382. After recognizing that PAGA actions are a form of *qui tam* action, *Iskanian* concluded that because the

1 State was the real party in interest in a PAGA suit, it would violate public policy to compel an individual
2 employee to waive representative claims under PAGA: “[W]here, as here, an employment agreement
3 compels the waiver of representative claims under the PAGA, it is contrary to public policy and
4 unenforceable as a matter of state law.” *Iskanian*, 59 Cal. 4th at 384.

5 **VII. THE STANDARDS FOR APPROVAL OF A PAGA SETTLEMENT**

6 In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided
7 is whether the Settlement is fair, adequate, and reasonable. The ultimate decision as to the amount of
8 PAGA penalties is always up to the discretion of the Court. Labor Code § 2699(e)(2) states: “In any
9 action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or
10 (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if,
11 based on the facts and circumstances of the particular case, to do otherwise would result in an award that
12 is unjust, arbitrary and oppressive, or confiscatory.”

13 Prior to the issuance of *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the only sources
14 of persuasive guidance as to how to assess the PAGA settlement were found in federal court decisions
15 addressing that question.

16 In deciding whether the Settlement is fair, adequate, and reasonable, the Court must determine
17 whether the PAGA penalties to which the parties have agreed provide “genuine and meaningful” relief,
18 “consistent with the underlying purpose of the statute to benefit the public” and whether the penalties are
19 reasonable in light of the potential verdict value in this case. *Villalobos v. Calandri Sunrise Farm LP*,
20 2015 WL 12732709, Case No. CV 12-2615 PSG (JEMx) (C.D. Cal., July 22, 2015).

21 In *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug.
22 18, 2016) the court was faced with a proposed class action settlement which also included a claim under
23 PAGA. The court separately discussed the standard for approval under PAGA. The court recognized that
24 cases discussing class action standards may be helpful and required the parties to demonstrate that either
25 the factors set forth in the class action case of *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir.
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1998) “or any other coherent analysis” justified the proposed settlement of the PAGA claim.¹

Therefore, although class settlement jurisprudence has no direct application to this case, it is not inappropriate to consider the *Hanlon* factors: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the experience and views of counsel; and (6) the presence of a government participant.

The *Hanlon* court also mentioned, as a factor, the “reaction of the class members to the proposed settlement.” That factor has no analogous component here. The interest served is that of the State of California and the LWDA is the only person or entity who has standing to comment upon any settlement. Labor Code § 2699.3(b)(4). The *Hanlon* court also identified “the risk of maintaining class action status throughout the trial” as a factor, but, again, that factor has no application here. Otherwise, the six remaining factors provide a useful framework for evaluating the settlement. *Hanlon*, 150 F.3d at 1026; *see also Allen v. Bedolla*, 787 F.3d 1218, 1222 (9th Cir. 2015) (same); *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (same).

Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794 (1996), held that “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”² *Id.* at 1801; *In re Microsoft I-V Cases*, 135 Cal. App. 4th 703, 723 (2006); *see also* Newberg & Conte, *Newberg on Class Actions*, (2d.Ed. 1987) § 11.41, p. 11-91.

It would also be appropriate for this court to look to case law concerning settlement of a claim brought under the Fair Labor Standards Act 28 U.S.C. § 201 et seq. (“FLSA”) which, likewise, requires

¹ The *O'Connor v. Uber* court did not approve the settlement, finding the disparity between the amount proposed for the class compared to the PAGA settlement was not fair to the LWDA. That is not a concern here. Seventy-five percent of the net will be paid to the LWDA by statute.

² PAGA provides no notice or claim procedures as exist in class action cases. Therefore, objections (other than potentially by the LWDA) are not contemplated in PAGA actions. Despite the absence of any right to object, the Agreement here contemplates informing Aggrieved Plaintiffs of the resolution so that they are made aware of the result, despite having no standing to object to this settlement.

1 court approval. Because the Ninth Circuit has not established a standard for district courts to follow when
2 evaluating an FLSA settlement, California district courts have applied the standard established by the
3 Eleventh Circuit in *Lynn's Food Stores, Inc. v. U.S. By & Through U.S. Dept of Labor*, 679 F.2d 1350,
4 1352 (11th Cir. 1982). See *Dunn v. Teaches Ins. & Annuity Ass'n of Am.*, 2016 WL 153266, at *3 (N.D.
5 Cal. Jan. 13, 2016) and *Ambrosino v. Home Depot U.S.A., Inc.*, No. 11 CV 1319 L (MDD), 2014 WL
6 3924609, at * 1 (S.D. Cal. Aug. 11, 2014) (“A district court may approve an FLSA settlement if the
7 proposed settlement reflects ‘a reasonable compromise over [disputed] issues.’”) (quoting *Lynn's Food*
8 *Stores, Inc.*, 679 F.2d at 1354). Although the standard for approving FLSA collective actions may be
9 different from the standard for approving class actions under Federal Rule of Civil Procedure 23, courts
10 have applied the *Hanlon* factors to a settlement of an FLSA claim. *Millan v. Cascade Water Sews., Inc.*,
11 No. 1:12 - cv -1821-AWI-EPG, 2016 WL 3077710, at * 3 (E.D. Cal. Jun. 2, 2016); see also *Otey v.*
12 *CrowdFlower, Inc.*, No. 12-CV-05524-JST, 2014 WL 1477630, at * 11 (N.D. Cal. Apr. 15, 2014). In
13 *Selk v. Pioneers Mem'l Healthcare Dist.*, 159 F. Supp. 3d 1164, 1173 (S.D. Cal. 2016) the court
14 evaluated an FLSA settlement using a totality of the circumstances approach “that replicates the factors
15 relevant to Rule 23 class actions where appropriate, but adjusts or departs from those factors when
16 necessary to account for the labor rights at issue.”

17 While a court should not simply “rubber stamp” a proposed settlement with little or no
18 independent evaluation, the court “must stop short of the detailed and thorough investigation that it
19 would undertake if it were actually trying the case.” *Clark v. Am. Residential Sews. LLC*, 175 Cal. App.
20 4th 785, 799 (2009). The court should not expect that the parties offer concrete “proof” in support of
21 settlement, but rather that the parties have made a good faith effort to explain the reasoning behind
22 certain strategic decisions and the valuation of specific claims. “[W]hether a settlement is fundamentally
23 fair within the meaning of Rule 23(e) is different from the question whether the settlement is perfect in
24 the estimation of the reviewing court.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012). “It is,
25 of course, the strong public policy of this state to encourage the voluntary settlement of litigation.”
26 *Osumi v. Sutton*, 151 Cal. App. 4th 1355, 1359 (2007).

27 Finally, the factors identified above are not exclusive and the court is free to balance factors
28 depending on circumstances. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 244-245 (2001).

1 While class settlement factors provide some guidance as to how a Court may approach the
2 evaluation of a PAGA settlement, there are significant differences between PAGA settlements and class
3 action settlements that must be recognized. Unlike a class action settlement, the scope of release
4 permitted in a PAGA settlement is limited. While “judgment in [a PAGA] action is binding not only on
5 the named employee plaintiff but also on government agencies and any aggrieved employee not a party
6 to the proceeding,” *Arias*, 46 Cal. 4th at 986, “the non-party employees, because they were not given
7 notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to
8 remedies other than civil penalties.” *See id.*, at 987. Thus, with the possible exception of a Plaintiff, the
9 scope of a release in a PAGA settlement is confined to PAGA penalties and not related individual
10 claims.³ Applying the above standards to this settlement, the settlement meets all criteria for approval.

11 *Moniz* then provided explicit confirmation that this was an appropriate yardstick by which to
12 measure reasonableness of a PAGA settlement as discusses in Chapter VIII (A).

13 **VIII. THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL**

14 Applying the settlement fairness factors the proposed settlement embodies all of the key features
15 of a settlement that is fair, reasonable, adequate, and as such, meets all the criteria necessary for approval.

16 **A. The Relative Strength of the PAGA Claim, and the Realistic Range of Outcomes in** 17 **the Litigation, Strongly Favor Approval of the Settlement**

18 “In determining whether the proposed settlement falls within the range of reasonableness,
19 perhaps the most important factor to consider is plaintiffs’ expected recovery balanced against the value
20 of the settlement offer.” *Cotter v. Lyft, Inc.*, 176 5 F. Supp. 3d 930, 935 (N.D. Cal. 2016) (internal
21 quotation omitted). Here, the relative strength of the PAGA claim brought by Plaintiff weighs in favor of
22 the Court finding that the settlement is fair, adequate, and reasonable, since there are significant risk
23

24 ³ This is contrasted with the much broader release permitted in a class action context, which may be
25 based on “any matter or fact” alleged in the complaint. *See In re Corrugated Container Antitrust*
26 *Litigation*, 643 F.2d 195, 221 (5th Cir. 1981) (“The weight of authority establishes that ... a court may
27 release not only those claims alleged in the complaint and before the court, but also claims which ‘could
28 have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the
complaint.”); *Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010) (“we have held that federal district
courts properly released claims not alleged in the underlying complaint where those claims depended on
the same set of facts as the claims that gave rise to the settlement.”).

1 factors that Plaintiff would face if he did not settle this matter.

2 Most significantly, the ultimate decision as to the amount of penalties is always up to the
3 discretion of the Court. Labor Code § 2699(e)(2) states: “In any action by an aggrieved employee
4 seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser
5 amount than the maximum civil penalty amount specified by this part if, based on the facts and
6 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and
7 oppressive, or confiscatory.” Subdivision (a) states, “Notwithstanding any other provision of law, any
8 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
9 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or
10 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
11 brought by an aggrieved employee on behalf of himself or herself and other current or former employees
12 pursuant to the procedures specified in Section 2699.3.” Subdivision (f) specifies the penalties in
13 instances where the underlying statute does not specify any civil penalty. In other words, where the facts
14 and circumstances of the case demonstrate that an unreduced award would be “unjust, arbitrary and
15 oppressive, or confiscatory,” the court (or arbitrator) may reduce the award to ameliorate such.

16 In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021) the court said:

17 [W]hile PAGA does not require the trial court to act as a fiduciary for aggrieved
18 employees, adoption of a standard of review for settlements that prevents “ ‘ ‘ ‘fraud,
19 collusion or unfairness’ ” ’ ’ ’ (Dunk, supra, 48 Cal.App.4th at pp. 1800–1801, 56
20 Cal.Rptr.2d 483), and protects the interests of the public and the LWDA in the
21 enforcement of state labor laws is warranted. Because many of the factors used to
22 evaluate class action settlements bear on a settlement’s fairness—including the strength
23 of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely
24 duration of further litigation, and the settlement amount—these factors can be useful in
25 evaluating the fairness of a PAGA settlement.

26 Given PAGA’s purpose to protect the public interest, we also agree with the LWDA
27 and federal district courts that have found it appropriate to review a PAGA settlement to
28 ascertain whether a settlement is fair in view of PAGA’s purposes and policies.
(*O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1132–
1134; *Jordan v. NCI Group, Inc.* (Jan. 5, 2018, No. EDCV 16-1701-JVS) 2018 WL
1409590, at *1–*2, 2018 U.S. Dist. Lexis 25297, at *3–*4; *Chamberlain v. Baker
Hughes, a GE Co., LLC*, supra, 2020 WL 4350207 at *3–*4, 2020 U.S. Dist. Lexis
134582 at *10–*11; see *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of
America* (2006) 141 Cal.App.4th 46, 59, 61–62, 45 Cal.Rptr.3d 647 [where the
Legislature required court approval of private settlements of Proposition 65 actions
brought to vindicate the public interest, court must evaluate the resulting consent decree
to determine if it is “just” and “serves the public interest”].) We therefore hold that a
trial court should evaluate a PAGA settlement to determine whether it is fair,

1 reasonable, and adequate in view of PAGA's purposes to remediate present labor law
2 violations, deter future ones, and to maximize enforcement of state labor laws. (See
3 *Williams, supra*, 3 Cal.5th at p. 546, 220 Cal.Rptr.3d 472, 398 P.3d 69 [PAGA "sought
4 to remediate present violations and deter future ones"]; *Arias, supra*, 46 Cal.4th at p.
5 980, 95 Cal.Rptr.3d 588, 209 P.3d 923 [the declared purpose of PAGA was to augment
6 state enforcement efforts to achieve maximum compliance with labor laws].) The trial
7 court below used this standard.

8 *Moniz*, 72 Cal. App. 5th at 77. *Moniz* agreed with the federal courts that have considered how to
9 evaluate a PAGA settlement, along with a consideration of whether the settlement furthers "PAGA's
10 purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of
11 state labor laws."

12 As to the first set of elements (the class-type analysis), it is embodied in Plaintiff's discussion of
13 the adequacy of the settlement generally. Using class settlements as a source of analogous settlement
14 review standards, to assess the fairness, adequacy, and reasonableness of a settlement, the court should
15 also consider the expense, complexity and likely duration of further litigation. *Dunk*, 48 Cal. App. 4th at
16 1801. Here, the expense, complexity and likely duration of future litigation as it pertained to Plaintiff's
17 PAGA claims was to some extent an unknown. However, what is certain is that to adequately establish
18 the foundational violations that would support a substantial penalty award, tremendous time and expense
19 would be invested. To adequately establish that aggrieved employees experience the alleged violations,
20 and at what frequency, most of the aggrieved employees would need to be interviewed in a systematic
21 fashion and their testimony cataloged in way sufficiently meaningful to permit the submission of
22 summary evidence at trial, such as via survey. *First*, the burdensome nature of such a process would be
23 expensive and time-consuming. *Second*, substantial risk that the Court would either substantially reduce
24 any penalty ultimately awarded *or* conclude that the conduct was insufficient to support a penalty award.
25 *Third*, it would be essentially impossible to formulate an objectively reliable means of summarizing
26 testimonial experiences, other than by an extraordinarily detailed survey. And formulating such a survey
27 would have been important, since frequency of violations would need to be established before any
28 penalties could be recovered. At least as to claims such as meal period and rest break violations, the
decisions of aggrieved employees are a major factor in assessing liability. Additionally, Defendants paid
meal premiums. In sum, the evidence collected to date leads Plaintiff to conclude that, direct testimony
would have been required from as many of the roughly 342 aggrieved employees as could be obtained,

1 which would be, at best, very difficult. Proof of this sort gives rise to a manageability argument that
2 could substantially reduce the size of the aggrieved employee group.

3 A final note on the analysis discussion in *Moniz* is appropriate. In *Moniz*, the Court found the
4 record lacked any support for the disparate allocation of PAGA penalties between different types of
5 employees: “[T]he settlement’s allocation of shares of civil penalties to Colleagues that are fifteen times
6 greater than the shares allocated to Associates does not seem to have been justified below and may be
7 contrary to PAGA’s purposes.” *Moniz*, 72 Cal. App. 5th at 87. Here, PAGA penalties are allocated by
8 pay period, irrespective of job classification, an equitable method of allocation.

9 In addition, there is no evidence that a court or a commissioner had informed Defendants that any
10 conduct violated the Labor Code. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008); *Willis*
11 *v. Xerox Bus. Servs., LLC*, 2013 WL 6053831, *7-8 (E.D. Cal. 2013) (“Under California law, courts have
12 held that employers are not subject to heightened penalties for subsequent violations until and unless a
13 court or commissioner notified the employer that it is in violation of the Labor Code.”) And in *Cotter*,
14 the court found a significant reduction of the PAGA claim would be appropriate because “[t]his does not
15 appear to be a case where a company has deliberately sought to evade the law.” *Cotter v. Lyft, Inc.*, 176
16 5 F. Supp. 3d 930, 941 (N.D. Cal. 2016). Here, Defendants can state a strong case that, as the Court
17 concluded in *Cotter*, the efforts to devise compliant operational policies do not indicate an organization
18 that has deliberately sought to evade the law. This is a very significant risk factor.

19 After analyzing the claims in this matter and thorough investigation of the claims and defenses,
20 Plaintiff has concluded that the value of this Settlement is fair, adequate, and reasonable. (Tunyan Decl.,
21 ¶¶ 9-11.)

22 Using the most straightforward formulation of applying the “catch-all” \$100 penalty specified in
23 Labor Code § 2699(f)(2) to each pay period per employee, for all of the estimated **12,073** pay periods
24 through mediation, the maximum plausible exposure under that direct approach is **\$1,207,300.00**. The
25 Settlement of **\$190,000.00** is about 15.7% of roughly estimated single penalty maximum exposure value.
26 When considering the serious risks discussed herein, and the Court’s inherent power to adjust penalties
27 downward to reflect an employer that sought to be in compliance with wage and hour laws, even if
28 mistakes were sometimes made, the compromise figure is reasonable. (Tunyan Decl., ¶ 21.)

1 The Settlement can also be evaluated by looking at each allegation and the penalty that would
2 attach thereto. The Settlement of **\$190,000.00** is 74% of the **\$256,121.00** estimate of *risk-adjusted*
3 penalty recovery (excluding interest) at this stage in the litigation, *based upon a penalty-by-penalty*
4 *analysis*. On that basis, it would be unwise to pass up this settlement opportunity. This assessment is
5 based on a carefully constructed model of the current fair value of the case, using estimated risks,
6 appellate authority, and estimates of violation frequency by pay period. *Id.*

7 The maximum calculated plausible exposure is **\$3,493,900.00**, *when examining each penalty*
8 *provision separately. Id.* That exposure consists of the following components:

- 9 • The reasonably estimated penalty exposure for unpaid overtime for off-the-clock and
10 improper overtime rate calculation work (Labor Code § 558) was estimated to be
11 **\$905,500.00**. The risk-adjusted estimated exposure is estimated to be **\$90,500.00**, based
12 on a risk reduction of 90%, before any Court-imposed reductions for good faith conduct
13 by Defendants.
- 14 • The reasonably estimated penalty exposure for meal period violations (Labor Code §
15 558) was estimated to be **\$370,600.00**. The risk-adjusted estimated exposure is estimated
16 to be **\$3,706.00**, based on a risk reduction of 99%, before any Court-imposed reductions
17 for good faith conduct by Defendants.
- 18 • The reasonably estimated penalty exposure for rest period violations (Labor Code §
19 558) was estimated to be **\$402,400.00**. The risk-adjusted estimated exposure is
20 estimated to be **\$60,360.00**, based on a risk reduction of 90%, before any Court-
21 imposed reductions for good faith conduct by Defendants.
- 22 • The reasonably estimated exposure for unreimbursed necessary expenses over the class
23 period (Labor Code § 2802) was calculated at **\$603,600.00**. The risk-adjusted estimated
24 exposure is estimated to be **\$60,360.00**, based on a risk reduction of 90%, before any
25 Court-imposed reductions for good faith conduct by Defendants.
- 26 • The risk-adjusted penalty recovery for violation of Labor Code § 226 was estimated to be
27 approximately **\$60,365.00**, on a maximum exposure of **\$1,207,300.00**. A risk reduction
28 of 95% was applied to reflect the contingent nature of this claim and the additional need

to demonstrate willful misconduct.

- The risk-adjusted penalty recovery for violation of Labor Code Labor Code § 203 violation was estimated to be approximately **\$900.00**, on a maximum exposure of **\$4,500.00**. A risk reduction of 80% was applied to reflect the contingent nature of this claim and the additional need to demonstrate willful misconduct.
- Performing risk-adjusted valuations for all claims yields a total value in the range of **\$256,121.00**. *Id.*

The Settlement of **\$190,000.00** is about 5.5% of roughly estimated non-single penalty maximum exposure value of **\$3,493,900.00**. The concurrently filed Tunyan Declaration sets forth claim valuation. (See, Tunyan Decl., ¶ 21.)

B. The Risk, Expense, and Complexity of Further Litigation Balances Strongly in Favor of Approval of the Settlement

To assess the fairness, adequacy, and reasonableness of a class action settlement, the court should consider the expense, complexity and likely duration of further litigation. *Dunk*, 48 Cal. App. 4th at 1801. Here, the expense, complexity and likely duration of future litigation was to some extent an unknown. What is certain is that to adequately establish the foundational violations that would support a substantial penalty award, tremendous time and expense would be invested. To adequately establish that aggrieved employees experience the alleged violations, and at what frequency, most of the aggrieved employees would need to be interviewed in a systematic fashion and their testimony cataloged in way sufficiently meaningful to permit the submission of summary evidence at trial, such as via survey. *First*, the burdensome nature of such a process would be expensive and time-consuming. *Second*, the individuals already interviewed confirmed substantial risk that the Court would either substantially reduce any penalty ultimately awarded or conclude that the conduct was insufficient to support a penalty award. *Third*, it would be essentially impossible to formulate an objectively reliable means of summarizing testimonial experiences, other than by an extraordinarily detailed survey. And formulating such a survey would have been important, since frequency of violations would need to be established before any penalties could be recovered. Alternatively, direct testimony would have been required from as many of the roughly **342** aggrieved employees as could be obtained, which would be, at best, very

difficult. Additionally, Defendants paid meal premiums. (Tunyan Decl., ¶ 18.)

C. The Amount Offered in Settlement Under the Agreement

The Settlement provides a monetary benefit that falls well within “the range of an acceptable settlement” under the circumstances, which is the standard on which the instant Settlement must be judged. As held by the Ninth Circuit, a settlement may be fair and reasonable even where it only provides a fraction of what could have been obtained at trial. *See Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

1. The Total Amount Offered in Settlement is \$190,000.00

Under the Agreement, Defendants shall pay a maximum sum of \$190,000.00. Plaintiff’s Counsel, with the assistance of a data analyst, assessed the maximum plausible penalty exposure to be **\$3,493,900.00**. (Tunyan Decl., ¶ 21.) This estimate is overly optimistic. The Settlement is 5.5% of that maximum plausible exposure before factoring in the many risk adjustments (*e.g.*, employee choice would be an issue on rest break and meal period claims, Defendants paid meal premiums, etc.) and the Court’s ability to reduce the penalty at its discretion.

Furthermore, Defendants asserted a number of defenses that potentially could have undermined Plaintiff’s claims if they were to be litigated. Specifically, Defendants argued that numerous individualized inquiries would be needed to determine liability on Plaintiff’s claims, including (1) whether employees worked off-the-clock at all or whether it was with knowledge of a supervisor or Defendants, (2) where the individual skipped the meal or rest period, **why** it was skipped for each of the allegedly aggrieved employees, (3) whether using an application in the phone was mandatory. Most importantly, Defendants’ produced sample records show that Defendants paid meal premiums in all shifts in which an employee had a missed, late or short meal period.

2. Payment of At Least \$100,136.40 in Penalties

Under the Agreement, the amount available for distribution as penalties under PAGA is at least **\$100,136.40**. The amount is a significant penalty, but it is not confiscatory, nor is it, in the terms of the PAGA statute, “unjust, arbitrary, or oppressive.” Labor Code § 2699(e)(2).

a) The LWDA shall receive at least \$75,102.30

As 75% of the penalties are allocated to the LWDA, the LWDA stands to receive at least

1 **\$75,102.30** under the Agreement. Further, pursuant to Labor Code § 2699.3(b)(4) the “provisions of the
2 settlement relating to health and safety laws shall be submitted to the division at the same time that they
3 are submitted to the court. This requirement shall be construed to authorize and permit the division to
4 comment on the settlement provisions, and the court shall grant the division’s commentary appropriate
5 weight.” The LWDA will have an opportunity to comment upon the amount to be paid to it. This
6 provision protects against collusive settlements for less than a reasonable value of the claim.

7 *b) Aggrieved Employees shall receive at least \$25,034.10*

8 Approximately 342 Aggrieved Employees shall receive at least **\$25,034.10** (25% of the
9 penalties) under the terms of the Agreement and by operation of PAGA. The Court should give weight
10 to the fact that the primary purpose of PAGA is not to provide a windfall to Aggrieved Employees; the
11 penalties recovered under PAGA are not surrogate individual damages. Instead, the amount available to
12 Aggrieved Employees is in addition to any damages that could be recovered via individual claims.

13 **D. The Presence of a Government Participant**

14 As set forth above, 75% of the penalty is paid to the LWDA. In connection therewith, Labor
15 Code § 2699.3(b)(4) permits the LWDA to comment on the penalties. The LWDA was notified of the
16 Settlement. (Tunyan Decl., ¶ 44.)

17 **E. PAGA Counsel Are Experienced and Negotiated Aggressively**

18 The Court may also consider that negotiations between the Parties were conducted at arm’s
19 length, in an adversarial manner, despite a mutual desire to resolve the case. (Tunyan Decl. ¶¶ 11-12, 15-
20 20.) The court may consider the opinion of all counsel that the Settlement is fair, reasonable and in the
21 best interests of the Aggrieved Employees. PAGA Counsel are experienced with employment class
22 actions and representative actions, as set forth more fully in the Declaration of Lilit Tunyan filed
23 herewith. (Tunyan Decl. ¶¶ 26-32.)

24 **F. The Substantial Exchange of Data and the Stage of the Proceedings Favor Approval**

25 In evaluating the Parties’ basis for valuing a settlement, ““formal discovery is not a necessary
26 ticket to the bargaining table.” *Linney*, 151 F.3d at 1239.

27 Here, the substantial exchange of data was sufficient to enable Plaintiff’s Counsel to evaluate the
28 strength and value of the claim for purposes of settlement. (Tunyan Decl., ¶¶ 11-12, 19-20.) As

discussed above, Plaintiff's Counsel reviewed policies, performed calculations with data, and inspected related documents, such as handbooks and wage statements, to assess exposure and risk.

Based on Plaintiff's Counsel's experience litigating wage and hour claims, such investigation was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of settlement. (Tunyan Decl., ¶¶ 15-20.)

G. Additional Factors Weigh in Favor of Approving the Terms of the Proposed Settlement, Including the Requested Fees and Costs

In addition to the factors presented above, the proposed settlement does not possess any obvious deficiencies with respect to its other terms, including the agreed-upon fees and costs.

1. Fees and Costs

Courts in the Ninth Circuit and California generally use the "percentage method" rather than the lodestar approach when awarding attorneys' fees in a common fund settlement. *See* 7 Witkin, B.E., CALIFORNIA PROCEDURE (2007 Supp.) §§ 255-261 at 236-241 (describing prevalence of percentage method under California law); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole"); *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1377-78 (N.D. Cal. 1989) (Patel, J.) (endorsing percentage method). *See generally*, *Serrano*, 20 Cal. 3d at 25; *accord Hanlon*, 150 F.3d 1011 (9th Cir. 1998). While this settlement is what is traditionally imagined when using the term "common fund," it does create benefit for others beyond Plaintiff.

According to a leading treatise on class actions, "No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." *See* Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 14.03. Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with ***thirty to forty percent commonly awarded in cases where the settlement is relatively small***. *See id*; *see also*, *Van Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under \$10 million).

1 While this is not a class action, the custom and practice in class actions is to award approximately
2 one-third of a fund as a fee award. *See Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008)
3 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is used,
4 fee awards in class actions average around **one-third** of the recovery.”) (emphasis added). The proposed
5 attorney fee award here is 33.3% of the Gross Settlement Amount minus the General Release Payment,
6 an amount reasonably comparable to “average” fees awarded in California state court class action cases
7 used for comparison purposes here. *Chavez*, 162 Cal. App. 4th at 66 n. 11. Again, this is **not** a class
8 action. It is more akin to contingent representation with an additional requirement of Court review due to
9 the qui tam nature of a PAGA claim.

10 As a PAGA claim is unique to California, it is also appropriate to consider how California treats
11 common fund recoveries. The California Supreme Court removed all doubt about the use of the
12 percentage of the fund method to award attorneys’ fees in California, stating, “We join the overwhelming
13 majority of federal and state courts in holding that when class action litigation establishes a monetary
14 fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel
15 a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate
16 percentage of the fund created.” *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016).⁴

17 Thus, Ninth Circuit and California state courts regard circumstances in which class counsel’s
18 work is wholly contingent, such as in class actions and other common fund type cases, as a factor
19 weighing in favor of approving a negotiated fee award that approximates market rates. *Ketchum v.*
20 *Moses*, 24 Cal. 4th 1122, 1132-33 (2001). This matter has been litigated by Plaintiff’s Counsel in a
21 manner that is reasonable, diligent, and efficient. The actual lodestar incurred by Plaintiff’s Counsel to
22 date is no less than \$123,753.7 not including at least \$3,000.00 in estimated future work. (Tunyan Decl.,
23 ¶¶ 37-39.) Attorneys for Plaintiff invested substantial amounts of time evaluating data before the
24 mediation in this matter, revising damage models, and in preparing for the mediation. Those efforts led
25

26
27 ⁴ The Supreme Court also corrected the misconception that *Dunk* should be viewed as expressing
28 doubt about the use of the percentage method: “The *Dunk* court, while finding the percentage method
inapplicable to the settlement before it due to the lack of a readily valued common fund, did not purport
to bar its usage generally in common fund cases.” *Laffitte*, at 501.

1 to this reasonable settlement. (Tunyan Decl., ¶ 33-35.) Plaintiff's Counsel requests **\$63,333.33**, as
2 specified in the Settlement, which constitutes a negative lodestar multiplier of 1.9 when compared to
3 recorded and estimated lodestar of **\$123,753.7**. (Tunyan Decl., ¶ 39.)

4 The Agreement also provides for the award of actual costs, up to \$23,000, based on Plaintiff's
5 Counsel's actual out of pocket expenses in taking on representation in this Lawsuit on a contingency
6 basis. (Tunyan Decl., ¶ 40.) Plaintiff requests an award of **\$21,080.27** in actual costs which include the
7 future motion, final report filing and CaseAnywhere fees. (Tunyan Decl., ¶ 40.)

8 **2. Administration Fees Are Very Reasonable**

9 Administration will be completed by ILYM Group, Inc. for **\$5,450.00**, a very reasonable amount
10 for the services rendered. (Tunyan Decl., ¶ 41.)

11 **IX. CONCLUSION**

12 For the above reasons in fact and law, Plaintiff requests this court enter an order approving the
13 settlement memorialized in the Agreement.

14 Respectfully submitted,

15 Dated: March 5, 2025

TUNYAN LAW, APC



17 By: _____

18 Lilit Tunyan
Artur Tunyan

19 Attorneys for Plaintiff KARINA A. SANTOYO

20
21 Dated: March 5, 2025

THE SENTINEL FIRM, APC



24 By: _____

25 Seung Yang
Tiffany Hyun

26 Attorneys for Plaintiff KARINA A. SANTOYO

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 355 S. Grand Ave., Suite 1450
7 Los Angeles, California 90071.

8 On the date indicated below, I served the document described as: **PLAINTIFF'S NOTICE OF**
9 **MOTION AND MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS**
10 **BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004;**
11 **MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action by
12 sending a true copy thereof to interested parties as follows and as stated on the attached service list:

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15 Harrison M. Thorne
16 hthorne@fisherphillips.com

17 Cina Kim
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19 Jack Ingram III
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23 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
24 to accept electronic service, I caused the documents to be sent to the persons at the
25 electronic service addresses listed above via third-party cloud service
26 **CASEANYWHERE**. I did not receive an error message.

27 Executed on March 5, 2025 at Glendale, California.

28 _____
Name

Signature