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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF YOLO**

ERICA GOODEN, on behalf of herself and  
on behalf of all other aggrieved employees,

Plaintiff,

vs.

RIVER BEND HOLDINGS, LLC d/b/a  
RIVER BEND NURSING CENTER, a  
California limited liability company;  
CPEHR, INC., a California corporation; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. CV2024-0309

Assigned for All Purposes To:

Hon. Timothy L. Fall

Dept.: 11

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

[filed concurrently with Declaration of Enoch J.  
Kim; and [Proposed] Order]

Hearing Date: May 14, 2025

Time: 9:00 a.m.

Dept.: 11

1 **TO THE COURT AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

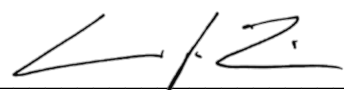
2 PLEASE TAKE NOTICE that on May 14, 2025 at 9:00 a.m. in Department 11 of the  
3 above-entitled Court, located at 1000 Main Street, Woodland, CA 95695, Plaintiff Erica Gooden  
4 (“Plaintiff” or “PAGA Representative”), on behalf of herself, the State of California, and all  
5 aggrieved employees (the “Aggrieved Employees”), will and hereby does move this Court  
6 pursuant to California Labor Code § 2698 et seq. for an order approving the settlement agreement  
7 between Plaintiff and Defendants River Bend Holdings, LLC d/b/a River Bend Nursing Center  
8 (“Defendant River Bend”), and CPE HR, Inc. (“Defendant CPE HR”) (collectively “Defendants”,  
9 Plaintiff and Defendants collectively referred to as the “Parties”) which will accomplish the  
10 following: approve the representative action settlement embodied in the PAGA Settlement  
11 Agreement and Release (“Settlement Agreement”); approve PAGA Counsel’s application for  
12 attorney’s fees and litigation costs; and enter judgment approving the Settlement Agreement.

13 The grounds for this Motion, as set forth in the attached Memorandum of Points and  
14 Authorities and supporting declaration, are that this is a fair and reasonable settlement that benefits  
15 the Aggrieved Employees and the State and was the product of informed, non-collusive  
16 negotiations by parties who were represented by experienced and able counsel. *See Wershba v.*  
17 *Apple Computer, Inc.*, 91 Cal. App 4th 224, 244-45 (1996); *Dunk v. Ford Motor Co.*, 48 Cal. App.  
18 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

19 Defendants do not oppose this Motion. Plaintiff bases this Motion on this Notice and the  
20 accompanying Memorandum of Points and Authorities, the Declaration of Enoch J. Kim, the  
21 complete pleadings, records and files in the case, and such other further oral and documentary  
22 evidence which may be submitted at or before the hearing on this Motion.

23  
24 DATED: April 18, 2025

D.LAW, INC.

25  
26 By: 

27 Enoch J. Kim  
28 Attorneys for Erica Gooden on behalf of  
herself and Aggrieved Employees

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Through this motion, Plaintiff Erica Gooden (“Plaintiff”) requests that the Court grant  
4 approval of the PAGA Settlement Agreement and Release (“Settlement” or “Settlement Agreement”)  
5 reached between the Parties to resolve claims brought exclusively under the Private Attorneys  
6 General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”) seeking civil penalties for various  
7 violations of the California Labor Code and Industrial Wage Commission’s Wage Orders. Pursuant  
8 to the Settlement, Defendants River Bend Holdings, LLC d/b/a River Bend Nursing Center  
9 (“Defendant River Bend”), and CPE HR, Inc. (“Defendant CPE HR”) (collectively “Defendants”)  
10 will pay the Gross Settlement Amount of \$140,000.00. (Declaration of Enoch J. Kim (“Kim Decl.”),  
11 Exhibit 1, ¶ 3.1.) For purposes of the Settlement, the group of aggrieved employees included in the  
12 Settlement is defined as all individuals who worked for Defendant River Bend as non-exempt  
13 employees in California at any time during the PAGA Period (“Aggrieved Employees”), which is the  
14 period from February 2, 2023 through July 10, 2024. (Kim Decl., Exhibit 1, ¶¶ 1.4 and 1.24.)

15 Given the amount Defendants will pay to effectuate the Settlement and the formula for  
16 distribution of the Settlement funds, Plaintiff and her counsel believe that the Settlement is fair,  
17 reasonable and in the best interests of the State and the Aggrieved Employees. Accordingly, Plaintiff  
18 requests that the Court “review and approve” the Settlement pursuant to Labor Code § 2699(1)(2). If  
19 the Court deems the Settlement fair and acceptable, Plaintiff requests that the Court enter an order  
20 approving the Settlement in the form lodged herewith and ordering the parties and Administrator to  
21 carry out the terms of the Settlement Agreement and enter a Final Judgment thereon.<sup>1</sup>

22 **II. RELEVANT BACKGROUND AND PROCEDURAL HISTORY**

23 **A. Litigation Overview and Procedural History**

24 On February 2, 2024, Plaintiff commenced this lawsuit by filing a Class Action Complaint  
25

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26 <sup>1</sup> Plaintiff has submitted the Settlement Agreement and this Motion to the LWDA by uploading it  
27 on the LWDA’s website concurrently with the filing of this Motion as required by Labor Code §  
28 2699(1)(2). (Declaration of Enoch J. Kim (“Kim Decl.”) ¶ 35, Exhibit 3.)

1 against Defendants in Yolo County Superior Court, Case No. CV2024-0309, alleging claims for (1)  
2 Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510;  
3 (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code §  
4 226.7; (5) Failure to Provide Reimbursement of Necessary Expenditures Under Labor Code § 2802;  
5 (6) Failure to Provide Accurate and Itemized Wage Statements Under Labor Code § 226(a); (7)  
6 Failure to Keep Required Payroll Records Under Labor Code §§ 1174, and 1174.5; (8) Penalties  
7 Pursuant to Labor Code § 203; and (9) Violation of Business and Professions Code § 17200 *et seq.*  
8 (the “Action”). (Kim Decl., ¶ 4.) On the same day, Plaintiff submitted her PAGA letter to the  
9 California Labor & Workforce Development Agency (“LWDA”) and Defendants, alleging that  
10 Defendants committed various wage and hour violations under the California Labor Code and were  
11 entitled to civil penalties under PAGA (“PAGA Notice”). (*Id.*) On April 8, 2024, Plaintiff filed a First  
12 Amended Complaint (“FAC”) adding a tenth cause of action for PAGA penalties under Labor Code  
13 §§2698 *et seq.* (*Id.*)

14 After initiating the Action, the Parties met and conferred regarding the allegations in the Class  
15 Action Complaint and PAGA Notice and the enforceability of an arbitration agreement signed by  
16 Plaintiff. After much consideration, the Parties agreed to try and resolve the matter through mediation.  
17 (Kim Decl., ¶ 5.)

18 Defendants deny the allegations in the FAC and PAGA Notice, deny any failure to comply  
19 with the laws identified in the FAC and PAGA Notice, and deny any and all liability for the causes  
20 of action alleged in the FAC and PAGA Notice. (Kim Decl., Exhibit 1, ¶ 2.6.) Nothing in the  
21 Settlement Agreement is intended or should be construed as an admission by Defendants that any of  
22 the allegations in the Operative Complaint have merit or that Defendants have any liability for any  
23 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’  
24 defenses in the Action have merit. (Kim Decl., Exhibit 1, ¶ 10.)

## 25 **B. Mediation and Settlement**

26 Prior to mediation, Plaintiff conducted comprehensive informal discovery and Defendants  
27 provided data and numbers and documents, including a sampling of payroll and timekeeping  
28

1 records and wage statements relating to Plaintiff and Aggrieved Employees, documents containing  
2 Defendant River Bend’s wage and hour policies, practices and procedures, and summaries of data  
3 pertaining to the number of employees allegedly affected by Defendant River Bend’s wage and  
4 hour policies, practices and procedures. (Kim Decl., ¶ 6.) The information and data exchanged by  
5 Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient  
6 to reliably assess the merits of the Parties’ respective positions, to compromise the issues on a fair  
7 and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved  
8 Employees that took into consideration the strength of the PAGA claims. (*Id.*)

9         On May 6, 2024, the parties attended an all-day mediation with Lisa Klerman. (Kim Decl.,  
10 ¶ 7.) With the assistance of a highly respected wage and hour mediator, the Parties agreed to the  
11 general terms for settling this Action that were first memorialized in a Memorandum of  
12 Understanding and thereafter in the long-form PAGA Settlement Agreement now before the Court  
13 for approval. (*Id.*)

14         The Parties believe and agree that the Settlement provides for a fair, adequate, and reasonable  
15 resolution of the Action and have arrived at the Settlement after extensive, arm’s length negotiations,  
16 considering all relevant factors, present and potential. (Kim Decl., ¶ 8.) PAGA Counsel believes that  
17 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an  
18 independent review of the Settlement by the Court in the approval process will confirm this  
19 conclusion. (*Id.*)

### 20 **III. PAGA ACTIONS AND THE REQUIREMENTS**

#### 21 **A. The PAGA Statutory Scheme**

22         PAGA creates a means of “deputizing” citizens as private attorneys general to enforce the  
23 Labor Code on behalf of the LWDA. *Brown v. Ralphs Grocery Co.* (2011) 197 Cal. App. 4th 489,  
24 501, *review den.* (Oct. 19, 2011, No. S195850), *cert. denied* 132 S.Ct. 1910 (Apr. 16, 2012). A  
25 plaintiff may not — and Plaintiff here does not — bring a PAGA claim simply on his or her own  
26 behalf as an individual claim, but “as the proxy or agent of the state’s labor law enforcement  
27 agencies.” *Id.*, at 986; *see also Reyes v. Macy’s, Inc.* (2011) 202 Cal. App. 4th 1119, 1123-1124;

1 *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. When an aggrieved employee  
2 brings a PAGA claim, “the government is always the real party in interest.” *Securitas Sec. Servs.*  
3 *USA, Inc. v. Sup. Ct. of San Diego Cnty.* (2015) 234 Cal. App. 4th 1109, 1119; *Montano v. The Wet*  
4 *Seal Retail, Inc.* (2015) 232 Cal. App. 4th 1214, 1222 (“[A] PAGA action is a dispute between an  
5 employer and the State agency.”). Accordingly, a plaintiff that brings a PAGA claim represents “the  
6 same legal right and interest as state labor law enforcement agencies,” in that the plaintiff seeks to  
7 recover those civil penalties that the LWDA otherwise would assess and collect. *Arias v. Super. Ct.*  
8 (2009) 46 Cal.4th 969, 986; Labor Code § 2699(a) & (f); *Securitas, supra*, 234 Cal. App. 4th at 1119;  
9 *see also Medina v. Vander Poel* (E.D. Cal. 2015) 523 B.R. 820, 825 (holding “PAGA plaintiffs do  
10 not have property rights in their cases.”), and *Amalgamated Transit Union, Local 1756, AFL-CIO v.*  
11 *Superior Court* (2009) 46 Cal.4th 993, 1003.

12 Therefore, when a plaintiff brings a PAGA claim, he or she is properly viewed as a private  
13 attorney general prosecuting violations of California’s labor laws on behalf of the state. An employee  
14 may commence a PAGA action by fulfilling the requirements of California Labor Code §  
15 2699.3(a)(1), which simply states: “The aggrieved employee or representative shall give written  
16 notice by certified mail to the Labor and Workforce Development Agency and the employer of the  
17 specific provisions of this code alleged to have been violated, including the facts and theories to  
18 support the alleged violation.” Labor Code § 2699.3(a)(1). As explained above, Plaintiff complied  
19 with the notice requirements and properly pled a PAGA claim. (Kim Decl. ¶ 4.)

20 **B. The Court Has Discretion When Awarding the Amount of Penalties.**

21 PAGA provides for penalties in the amount of \$100 for each violation per aggrieved employee  
22 per pay period for the initial violation and \$200 for each violation per aggrieved employee per pay  
23 period for each subsequent violation. Labor Code § 2699(f)(2). “PAGA penalties...are mandatory,  
24 not discretionary” and must be awarded upon a showing that Defendants violated the Labor Code.  
25 *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213. However, PAGA provides the  
26 Court with discretion when it finds liability and awards these penalties as part of a judgment. Labor  
27 Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty  
28

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.”

### **C. PAGA Authorizes the Payment of PAGA Counsel’s Fees and Costs**

PAGA provides for the recovery of reasonable attorneys’ fees and costs. Labor Code § 2699(g)(1) (“Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid...”). The monetary settlement and programmatic relief make Plaintiff a “prevailing party.” *Folsom v. Butte County Ass’n of Gov’ts* (1982) 32 Cal. 3d 668,671; *Santisas v. Goodin* (1998) 17 Cal.4th 599, 621. Even if Labor Code § 2699(g)(1) did not authorize fees, Plaintiff would be entitled to fees as a Private Attorney General under Code of Civil Procedure § 1021.5 because Plaintiff brought this action to, and the action does, benefit the public. *Arias*, 46 Cal.4th at 985–986.

## **IV. THE SETTLEMENT**

Pursuant to the Settlement Agreement, Defendants will pay a maximum, non-reversionary settlement amount of \$140,000.00 in full and final settlement of all claims alleged in the Action (“Gross Settlement Amount”). (Kim Decl., Exhibit 1, ¶ 3.1).

Pending Court approval, the Gross Settlement Amount will be allocated as follows: (1) attorneys’ fees of one-third (1/3) of the Gross Settlement Amount, which is **\$46,666.67** (“PAGA Counsel Fees”); (2) litigation costs incurred in this matter in the amount of **\$16,085.26** (“PAGA Counsel Costs”); (3) settlement administration costs of up to **\$5,490.00** to be paid to the Settlement Administrator, Apex, for sending notices and for calculating settlement shares and preparing all checks and mailings (“Administration Costs”); and (4) PAGA Penalties in the approximate amount of **\$71,758.07**, with 75% (\$53,818.55) allocated to the LWDA (the “LWDA PAGA Payment”) and 25% (\$17,939.52) allocated to the Aggrieved Employees (“Individual PAGA Payment”). (Kim Decl., ¶ 10.) The Individual PAGA Payment will be divided on a *pro rata* basis among Aggrieved Employees calculated according to the number of pay periods worked during the PAGA Period and distributed by the Settlement Administrator in Individual PAGA Payments, as required by California Labor Code section 2699(i). (Kim Decl., Exhibit 1, ¶ 3.3.3.2.)

Based on its records, Defendants estimate that there are 278 Aggrieved Employees who worked a total of 3,517 pay periods during the PAGA Period as of the date of mediation. (*Id.* at ¶ 4.2; Kim Decl., ¶ 9.) If it is determined that the number of pay periods during the PAGA Period exceeds 3,517 by more than 15% from the total number of pay periods (i.e., an increase of 527 or more pay periods), then Defendants may (1) elect to end the PAGA Period on the date in which the number reaches 4,044, or (2) increase the Gross Settlement Amount in proportion to the number of total pay periods in the PAGA Period in excess of 15%. (Kim Decl., Exhibit 1, ¶ 7.)

## **V. ARGUMENT**

### **A. The Court Should Approve the Settlement Agreement.**

Pursuant to Labor Code § 2699(*l*), the parties must obtain Court approval of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Ct.* (2009) 46 Cal.4th 969, the parties need not follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Nonetheless, to comply with the requirements of Labor Code section 2699, Plaintiff submits this Motion and the Settlement Agreement for Court approval.

### **B. The Risks of Moving Forward with Plaintiff's PAGA Claim**

To help the Court evaluate the fairness of the Settlement, below is a discussion of the risk evaluation made by Plaintiff and PAGA Counsel. They considered the arguments and defenses asserted by Defendants at mediation, assessed the risks of moving forward to trial and what this Court could do in awarding penalties even if Plaintiff were to prevail at trial.

Plaintiff estimated that the maximum potential exposure on the PAGA claim is \$351,700.00, calculated by multiplying the total number of pay periods (3,517) by \$100 per violation. (Kim Decl., ¶ 15.) Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in her damages calculation). (*Id.*) Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury." (*Id.* at ¶ 16.)

The Gross Settlement Amount of \$140,000.00 is approximately 39.8% of the maximum

1 potential exposure of \$351,700.00. (Kim Decl., at ¶ 18.) The Gross Settlement Amount therefore  
2 represents a strong value at approximately \$39.80 per pay period. (*Id.*) From PAGA Counsel’s review  
3 of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation,  
4 PAGA Counsel believes that the recovery for the State and each Aggrieved Employee is fair and  
5 reasonable. (*Id.*)

6 **C. Trial of Plaintiff’s PAGA Claims Would Have Presented Many Hurdles.**

7 Defendants denied and continue to deny all of the claims made by Plaintiff in this Action and  
8 contend that they acted at all relevant times in conformance with the law. (*Id.* at ¶ 13.) Defendants  
9 contend that Plaintiff and Aggrieved Employees were paid for all hours worked and that Defendants  
10 prohibited Plaintiff and Aggrieved Employees from working beyond their scheduled shifts; that  
11 Defendants provided lawfully compliant meal and rest periods (and in fact provided longer breaks  
12 than required by law) and that any deviations were at the voluntary election of Plaintiff and/or  
13 Aggrieved Employees and not at the request of Defendants or due to work requirements; that  
14 Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that  
15 Defendants’ wage statements complied with the law; and that neither Plaintiff nor any Aggrieved  
16 Employees incurred reasonable business related expenses for which they were not reimbursed. (*Id.*)  
17 Defendants further contend that their above defenses are supported by their written policies applicable  
18 to Plaintiff and Aggrieved Employees. (*Id.*) As a result, PAGA Counsel had to appropriately discount  
19 the amount recoverable from Defendants in a settlement. (*Id.*)

20 **D. The Court May Have Exercised Its Discretion to Reduce Civil Penalties.**

21 “PAGA penalties...are mandatory, not discretionary” and the Court must award penalties  
22 upon a showing that Defendant violated the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163  
23 Cal. App. 4th 1157, 1213; *Moreno v. Autozone, Inc.* (N.D. Cal. June 5, 2007) No. C05-04432 MJJ,  
24 2007 WL 1650942, at \*3. However, PAGA does provide the Court with discretion when it awards  
25 these penalties. In departing from the \$100/pay period calculation to arrive at the \$140,000.00 Gross  
26 Settlement Amount in this case, Plaintiff considered various reasons why the Court may reduce any  
27 eventual recovery at its discretion, and considered that PAGA penalties are not mandatory but  
28

1 permissive. (Kim Decl., at ¶ 17.) Labor Code § 2699(e)(2) states that “a court may award a lesser  
2 amount than the maximum civil penalty amount specified by this part if, based on the facts and  
3 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary  
4 and oppressive, or confiscatory.” (*See also Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112  
5 (reducing PAGA penalties by 30% under this provision).

## 6 **VI. THE REQUEST FOR ATTORNEYS’ FEES AND COSTS**

### 7 **A. The Court Should Approve the Requested Attorneys’ Fees and Costs**

8 Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys’  
9 fees in the amount of **\$46,666.67** and an award of litigation costs to PAGA Counsel of **\$16,085.26**,  
10 which is lower than the requested \$20,000.00 “not-to-exceed” amount in the Settlement. (Kim  
11 Decl., ¶ 19.)

12 Prior to enactment of PAGA, when the State had the resources to seek civil penalties on behalf  
13 of the public, it paid its employees (including their attorneys) their salaries and benefits for pursuing  
14 such penalties. The Legislature enacted PAGA because the Labor Commissioner and other agencies  
15 were hampered in their enforcement of civil penalties by inadequate funding and staffing constraints.  
16 *Iskanian, supra*, 59 Cal.4th at 379. To facilitate broader enforcement, the Legislature enacted PAGA,  
17 authorizing “aggrieved employees” to pursue civil penalties on the state’s behalf. Labor Code §  
18 2699(a). In creating PAGA, the Legislature expressly provided that the private counsel retained by  
19 the Plaintiff to represent the public’s interest can recover fees if the Plaintiff is the prevailing party.  
20 Labor Code § 2699(g)(1).

#### 21 **1) PAGA Counsel Are Entitled to Fees from the Civil Penalties Recovered**

22 As previously indicated, this is *not* a class action. However, like a class action, it is a  
23 representative action where instead of a class, the Plaintiff represents the State and the public. As a  
24 matter of law and substance, counsel’s client is the public at large and the State of California. The  
25 Plaintiff is simply a “proxy” for the State. On August 11, 2016, the California Supreme Court decided  
26 *Laffitte v. Robert Half International*, which addressed, in a class action context, the correct  
27 methodology for awarding fees in a representative action settlement. *Laffitte v. Robert Half Intern.*  
28

1 *Inc.* (2016) 205 Cal.Rptr.3d 555, 573. The *Laffitte* Court approved awarding fees as a percentage of  
2 the settlement fund.:

3 We join the overwhelming majority of federal and state courts in holding that when  
4 class action litigation establishes a monetary fund for the benefit of the class  
5 members, and the trial court in its equitable powers awards Class Counsel a fee out  
6 of that fund, the court may determine the amount of a reasonable fee by choosing  
7 an appropriate percentage of the fund created.

8 *Id.* at p. 573. Here, the \$140,000.00 common fund created for the benefit of the public is, with Plaintiff  
9 as a proxy for the State, not unlike the fund created in class action settlements, with the public the  
10 equivalent of the class referenced in *Laffitte*.

11 The Court, in *Laffitte*, pointed out several reasons why the percentage-of-the-fund method is  
12 preferred over the alternative lodestar-multiplier approach in California courts:

13 The recognized advantages of the percentage method—including relative ease of  
14 calculation, alignment of incentives between counsel and the class, a better  
15 approximation of market conditions in a contingency case, and the encouragement  
16 it provides counsel to seek an early settlement and avoid unnecessarily prolonging  
17 the litigation [citations]—convince us the percentage method is a valuable tool that  
18 should not be denied our trial courts.

19 *Id.* at 573.

20 An award of one-third of the civil penalties realized in the Settlement is appropriate here under  
21 the “substantial benefit” theory. *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1810;  
22 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254. That theory permits a litigant  
23 who has sued in a representative capacity to recover fees from the beneficiaries of that representation.  
24 Courts exercise their inherent equitable powers to assess attorneys’ fees against the entire fund,  
25 thereby spreading the cost of those fees among the public who benefits from PAGA actions. *Serrano*  
26 *v. Priest* (1977) 20 Cal.3d 25, 35 (*Serrano III*). As this approach “better approximates the workings  
27 of the marketplace than the lodestar approach,” there is “a greater judicial willingness to evaluate a  
28 fee award as a percentage of the recovery.” *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal. App. 4th  
19, 31, 48.

2) The Attorneys’ Fees Request Is Within the Range of Reasonable Fees

PAGA Counsel at D.Law, Inc. are experienced employment attorneys with expertise in wage

1 and hour class and representative actions. (Kim Decl., ¶¶ 27-33.) Throughout this case, PAGA  
2 Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this  
3 Action on a purely contingency basis. (Kim Decl., ¶ 21.) As a result, PAGA Counsel have yet to  
4 receive any compensation for the amount of time and money invested in the case to date. (*Id.*)  
5 Moreover, courts have approved attorneys' fees awards in other PAGA settlements on a common  
6 fund basis at higher percentages than the one-third Plaintiff is requesting here. (*Id.* at ¶¶ 23-24.)

7 For these reasons, PAGA Counsel's requested fee of one-third of the Gross Settlement  
8 Amount is well within the range of reasonableness and is fair compensation for undertaking this  
9 complex and risky litigation on a contingent basis.

10 3) PAGA Counsel's Fee Request Is Reasonable Under the Lodestar Crosscheck.

11 PAGA Counsel's fee request is reasonable when calculated using the lodestar method. Under  
12 the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on  
13 the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal.3d  
14 25, 48. The court then may enhance this lodestar figure by a "multiplier" to account for a range of  
15 factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success  
16 achieved. *Id.* at 49; *see also Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells*  
17 *Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, ("[t]here is no...rule limiting the factors that may  
18 justify an exercise of judicial discretion to [adjust the] lodestar").

19 Here, the lodestar cross check establishes that the fees requested are less than the amount  
20 warranted by lodestar analysis; therefore, the factors warranting positive multipliers do not come into  
21 play, even though they were apparent in this case.

22 PAGA Counsel worked at least 95.3 hours on this matter and calculated the base lodestar at  
23 \$50,102.50 at rates reflecting those currently earned in the marketplace. Attorney Roman Shkodnik's  
24 records indicate at least 20 hours on this matter with an hourly rate of \$700. (Kim Decl. ¶ 25.)  
25 Attorney Amanda Fazio's records indicate at least 24 hours on this matter with an hourly rate of \$475.  
26 (*Id.*) Attorney Emma Geesaman's records indicate at least 13.3 hours on this matter with an hourly  
27 rate of \$425. (*Id.*) Attorney Enoch Kim's records indicate at least 11 hours on this matter with an  
28

hourly rate of \$750. Attorney Norayr Zakaryan’s records indicate at least 27 hours on this matter with an hourly rate of \$400. (*Id.*)

Thus, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award. PAGA Counsel respectfully request the Court grant its request for \$46,666.67 in fees, which requires **no multiplier**.

4) The Court Should Approve the Reimbursement of PAGA Counsel’s Costs.

The litigation expenses incurred by PAGA Counsel in this Action are also to be reimbursed under the Settlement Agreement. PAGA Counsel seek **\$16,085.26** in reimbursement for litigation costs (Kim Decl., ¶ 20.) The lion’s share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action. Thus, PAGA Counsel respectfully request the Court approve their request for reimbursement in the amount of **\$16,085.26**.

**VII. THE COURT SHOULD APPROVE THE COSTS OF ADMINISTRATION**

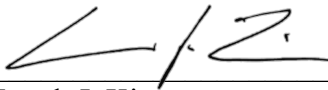
The parties agreed to use Apex as the third-party settlement administrator in this case. (Kim Decl., ¶ 34.) Apex will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of PAGA Settlement and Release of Claims (“Notice of Settlement”) and calculating and distributing the settlement checks, among other duties. (*Id.*) Apex capped its fees at \$5,490.00 for administering the Settlement, and based on PAGA Counsel’s experience in other class and PAGA settlements, Apex’s costs for administering this Settlement are fair and reasonable. (*Id.*)

**VIII. CONCLUSION**

Plaintiff and PAGA Counsel submit that the proposed Settlement as documented in the Settlement Agreement is fair, adequate, reasonable, and in the best interest of Plaintiff, Defendants, the Aggrieved Employees, and the State of California. Plaintiff respectfully requests that the Court approve the Settlement and order the Parties to carry out the Settlement according to the terms of the Settlement Agreement and enter the concurrently filed [Proposed] Order Granting Approval and Judgment to that end.

1 DATED: April 18, 2025

D.LAW, INC

2  
3 By   
4 Enoch J. Kim  
5 Attorneys for Plaintiff Erica Gooden on  
6 behalf of herself and Aggrieved Employees  
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