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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUIS CARCACHE, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

SPACE-LOK, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV05172

[Assigned for all purposes to Hon. Timothy Patrick Dillon, Dept. 15]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Settlement Approval Hearing:
Date: January 5, 2027
Time: 11:00 a.m.
Dept: 15

Complaint filed: February 29, 2024
Trial date: Not Set

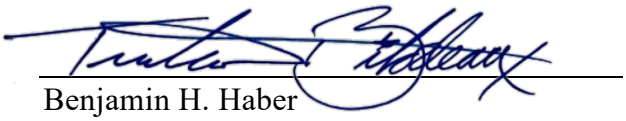
TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 5, 2027, at 11:00 a.m., or as soon thereafter as the matter may be heard in Department 15 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Luis Carcache ("Plaintiff") will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendant Space-Lok, Inc. ("Defendant") in accordance with Labor Code § 2699(l)(2). The proposed settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement" or "Settlement Agreement").

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of Benjamin H. Haber, the Declaration of Luis Carcache, and the complete files and records in this action. The Labor and Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying proof of service.

Dated: October 14, 2026

WILSHIRE LAW FIRM, PLC

By: 

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Luis Carcache ("Plaintiff") and Defendant Space-Lok, Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties") reached a settlement of the California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. ("PAGA") claims asserted in this action. In accordance with Labor Code § 2699, Plaintiff now asks this Court to review and approve the settlement of Plaintiff's PAGA claims. This is a PAGA Settlement for civil penalties and is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than those of Plaintiff. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA Settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement which sets forth the terms for the settlement of the PAGA claims is attached as Exhibit 2 to the Declaration of Benjamin H. Haber in Support of Motion for Approval of PAGA Settlement ("Haber Decl."), filed concurrently herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA received notice of this Settlement on October 13, 2026. Haber Decl. ¶ 30.

II. RELEVANT FACTS AND PROCEDURAL HISTORY

On February 29, 2024, Plaintiff filed this action as a putative class action against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to produce itemized wage statements; (8) failure to indemnify employees for expenditures; and (9) unfair business practices. On June 21, 2024, Plaintiff filed a First Amended Complaint adding an allegation for civil penalties pursuant to California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. ("PAGA"). According to the Memorandum of Understanding entered into by the Parties after mediation, Plaintiff will file a Request for Dismissal of all class-

action claims without prejudice ten (10) days after Defendant fully funds the GSA. Haber Decl. at ¶ 3. No class has been certified, no consideration is being paid for the dismissal of the class claims, and the dismissal is without prejudice to the claims of any putative class member. *Id*. Plaintiff therefore requests that the Court approve the dismissal of the class claims without prejudice. Cal. Rules of Court, rule 3.770(a).

Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on March 26, 2024, to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-1018791-24). Haber Decl. at ¶ 4.

Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Phillip Cha, Esq., a well-respected and experienced mediator in wage-and-hour class and representative actions. Haber Decl. at ¶ 5. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. *Id*. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. *Id*. The Parties also met and conferred extensively on the various versions of arbitration agreements signed by Plaintiff and the Aggrieved Employees. *Id*.

On June 30, 2025, the Parties engaged in an all-day mediation session before Mr. Cha. Haber Decl. at ¶ 6. Although the Parties were unable to resolve the matter at the mediation, they continued settlement discussions through Mr. Cha and ultimately agreed to settle the PAGA claims at issue in the Action pursuant to a mediator's proposal issued by Mr. Cha. *Id*. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of the mediator. *Id*.; Ex. 2.

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III. TERMS OF THE PAGA SETTLEMENT

A. Aggrieved Employees

"Aggrieved Employee" means all individuals who, for one or more hours during the PAGA Period, provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, et seq., including current and former employees. Settlement Agreement § 1.4. "PAGA Period" means the period from March 26, 2023, through July 24, 2025. Settlement Agreement § 1.21. Defendant estimates that there are approximately 195 Aggrieved Employees who worked an estimated 13,000 Pay Periods during the PAGA Period *Id*. at § 4.1.

B. Settlement Terms

The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount ("GSA") payment in the amount of $325,000.00 to resolve the PAGA Action. Settlement Agreement § 3.1; Haber Decl. at ¶ 7. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and Administration Expenses Payment. Haber Decl. at ¶ 7. After deducting the PAGA Representative Service Payment ($10,000.00), PAGA Counsel Fees Payment ($108,333.33), PAGA Counsel Litigation Expenses Payment ($17,866.11), and Administration Expenses Payment ($4,990.60) from the GSA, the amount remaining is the Net Settlement Amount ("NSA"). Settlement Agreement § 3.2; Haber Decl. at ¶ 7. The NSA, which is estimated to be $183,809.96, shall be distributed as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment ($137,857.47) and 25% of the NSA allocated to Individual PAGA Payments ($45,952.49). Settlement Agreement § 1.24; Haber Decl. at ¶ 7.

PAGA Penalties: The NSA will be distributed as PAGA Penalties with seventy-five percent (75%) allocated to the LWDA PAGA Payment and the remaining twenty-five percent (25%) allocated to the Individual PAGA Payments for Aggrieved Employees. Settlement Agreement § 1.24. This 75/25 allocation is required by Labor Code § 2699 as explained by *ZB,*

N.A. v. Superior Court, 8 Cal.5th 175 (2019).

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Settlement Agreement § 3.2.4.1. The PAGA Period is the period from March 26, 2023, through July 24, 2025. Settlement Agreement § 1.21.

PAGA Representative Service Payment: Subject to Court approval, the Plaintiff shall be paid a PAGA Representative Service Payment not to exceed $10,000.00 for his time and effort in bringing and presenting the Action. Settlement Agreement § 3.2.1.

PAGA Counsel Fees Payment: Subject to Court approval, PAGA Counsel shall be entitled to receive an award of reasonable attorneys' fees of not more than one third (1/3) of the GSA which is currently estimated to be $108,333.33. Settlement Agreement § 3.2.2.

PAGA Counsel Litigation Expenses Payment: Per the Settlement Agreement, PAGA Counsel shall be entitled to request reimbursement of costs, not to exceed $20,000.00. Settlement Agreement § 3.2.2. Counsel has incurred $17,566.11 in expenses on items such as filing fees, service fees, mediation fees, and expert fees. Haber Decl. at ¶ 28. We anticipate incurring $300.00 in future costs for filing fees and service fees for a total of $17,866.11 in costs. *Id*. The remaining $2,133.89 will therefore revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. *Id*.

Administrator Expenses Payment: The Parties agreed to appoint Apex Class Action Administration ("Apex") as the Administrator for the Settlement. Settlement Agreement § 7.1. The Administration Expenses Payment, which is not to exceed $4,990.60, shall be paid from the GSA. Settlement Agreement § 3.2.3.

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C. Releases

Plaintiff's Release: "Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them." Settlement Agreement § 5.1.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. "For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." Settlement Agreement § 5.1.1.

Released PAGA Claims: "All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice." Settlement Agreement § 5.2.

D. Settlement Administration

Defendant will provide the Aggrieved Employee Data to the Administrator not later than seven (7) days after the Court grants PAGA Approval. Settlement Agreement §§ 1.5, 4.2. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. *Id*.

The Effective Date is the date on which the Judgment becomes final. Settlement Agreement § 1.11. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within seven (7) days after the Effective Date. *Id*. at § 4.3.

Within fourteen (14) days after Defendant funds the GSA, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel's Fees, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment. Settlement Agreement § 4.4. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payments shall not precede disbursement of the Individual PAGA Payments. *Id*. The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. *Id*. at § 4.4.2. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. *Id*.

The Individual PAGA payments will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. Settlement Agreement § 4.4.1. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Settlement Agreement § 4.4.3. The Administrator will issue Aggrieved Employees IRS Form 1099s for Individual PAGA Payments. *Id*. at § 3.2.4.2.

Pursuant to California Labor Code Section 2699, Plaintiff submitted the proposed Settlement Agreement to the LWDA on October 13, 2026. Haber Decl. at ¶ 30, Ex. 6. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order. *Id*.

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

A. Legal Standard

Labor Code § 2699(l)(2) states that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." In doing so, the trial court must consider whether 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." *Moniz v. Adecco USA, Inc*., 72 Cal.App.5th 56, 77-78 (2021) (disapproved on other grounds by *Turrieta v. Lyft, Inc.*, 16 Cal.5th 664 (2024)); *see also O'Connor v. Uber Technologies, Inc*., 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) (adopting guidance from the LWDA providing that "when a PAGA claim is settled, the relief provided for under the PAGA [must] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public").

The court's role in reviewing PAGA settlements differs from its gatekeeping function in the class action context. In class actions, courts have a fiduciary duty to protect the interests of absent class members, whose individual claims will be discharged. *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129 (2008). In this role, courts conduct an "independent assessment of the adequacy of the settlement terms," which requires them to have sufficient data and information about the amount in controversy and the realistic range of outcomes. *Id*. at 132. Courts consider a variety of factors in conducting this analysis, including whether the settlement is negotiated at an arm's length, whether there is sufficient discovery and information to permit parties and the court to act intelligently, whether the attorneys have experience with the type of issues, and whether the number of objectors is small. *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1800-1801 (1996).

However, a PAGA representative action is "not akin to a class action," it "is a species of qui tam action." *Flores v. Starwood Hotels & Resorts Worldwide, Inc*., 253 F.Supp.3d 1074, 1076 (C.D. Cal. 2017). When reviewing a PAGA-only settlement, courts do not consider the value of individuals' claims for damages because a PAGA settlement does not release those claims. *See Kim v. Reins Int'l California, Inc*., 9 Cal.5th 73, 87 (2020) (PAGA claims differ from individual claims); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175, 188 (2019) (noting that PAGA penalties do not seek damages that are compensatory in nature). "The state's interest in such an action is to enforce its laws, not to recover damages on behalf of a particular individual." *Huff v. Securitas Sec. Servs., USA, Inc*., 23 Cal.App.5th 745, 760 (2018). Instead of focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve "maximum compliance with state labor laws." *Id*. at 756; *see also Iskanian*, 59 Cal.4th at 383 (noting that the goal of PAGA is to impose civil penalties for Labor Code violations "significant enough to deter violations"); *McKenzie v. Federal Exp. Corp*., 765 F.Supp.2d 1222, 1233 (C.D. Cal. 2011) ("Unlike a class action seeking damages… for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.").

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public

The Settlement of $325,000.00 penalizes Defendant for the alleged violations of California's labor laws in an amount that is significant enough to deter violations and provide genuine and meaningful relief – and approximately $183,809.96[1] in PAGA Penalties to the State of California and Aggrieved Employees – thus fulfilling the underlying purpose of PAGA to benefit the public. Haber Decl. at ¶¶ 7-11; *see Jordan v. TCS Grp., Inc*., No. EDCV161701JVSSPX, 2018 WL 1409590, at *3 (C.D. Cal. Jan. 5, 2018) ("The proposed

[1] The Net Settlement Amount of $183,809.96 was calculated using the following arithmetic: $325,000.00 minus $108,333.33 for PAGA's Counsel's attorneys' fees, minus $17,866.11 for PAGA Counsel's litigation expenses, minus $4,990.60 for administration costs, and minus $10,000.00 for the PAGA Representative Service Payment.

settlement imposes a substantial penalty payment of $150,000.00, paid in exchange for a release of only those claims pled in the notice to the LWDA and the Complaint. This penalty has a substantial deterrent effect on Defendant and other California employers. Furthermore, the proposed settlement encourages compliance with the specific requirements of the Labor Code, which has the effect of protecting workers from unlawful employment practices and working conditions."); *Echavez v. Abercrombie & Fitch Co*., No. CV 11-09754-GAF, 2017 WL 3669607, at *3 (C.D. Cal. Mar. 23, 2017) (finding that "[t]he primary purpose of PAGA, i.e., the empowerment of Aggrieved Employees to act as private attorneys general to collect civil penalties from their employers for Labor Code violations, [was] served by the proposed PAGA penalty in the parties' settlement agreement," where $340,000 of $700,000 settlement was allocated to PAGA penalties which were divided 75% to the LWDA and 25% to an estimated 10,000 Aggrieved Employees).

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $1,300,000.00 for an estimated 195 employees based on 13,000 pay periods.[2] Haber Decl. at ¶ 8. Importantly, however, these calculations were performed at the $100 initial-violation rate for every pay period, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(2) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018) (affirming a judgment after trial that only provided for a PAGA penalty of $5 per pay period). Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. *See Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 U.S.

[2] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $1,300,000.00 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Courts to consider the issue have refused to "stack" penalties. *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018).

Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (a federal court reduced PAGA penalties from $2,800,000.00 to $500,000.00, a reduction of 82.1%, because the court found maximum penalties "unjust" because the employees had suffered no injuries).

C. The Settlement is Reasonable Given the Risks of Further Litigation

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove, among other things, that each Aggrieved Employee suffered a violation for each period the employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; and (9) and failure to produce requested employment records.

Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and that Defendant did not commit any violations of the Labor Code as to Plaintiff or the Aggrieved Employees. Haber Decl. at ¶ 9. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement. *Id*. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. *Id*. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. *Id*. Defendant could also argue that facial meal period violations occurred in only approximately 60% of PAGA pay periods. *Id*. In addition, Plaintiff and the Aggrieved Employees signed various versions of arbitration agreements, creating a risk that Defendant would move to compel Plaintiff's individual PAGA claim to

arbitration and stay the representative claims pending arbitration. *Id*. at ¶ 5. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. *Id*.

While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Haber Decl. at ¶ 10. Plaintiff also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the State of California and the Aggrieved Employees. *Id*. Assuming Plaintiff could prove at least one violation per pay period and the Court awarded $100.00 in PAGA penalties for each of the 13,000 pay periods during the PAGA Period (estimated as of the date of mediation), the total penalties would be approximately $1,300,000.00. *Id*. As such, the Gross Settlement Amount of $325,000.00 is approximately 25% of the estimated maximum potential PAGA liability calculated at the $100 initial-violation rate. *Id*.

Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are considered, it is clear the settlement amount of $325,000.00 is reasonable and in the best interest of the State of California and the public. Haber Decl. at ¶ 11. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of his claims against the risk of continued litigation and was able to determine a realistic range of settlement recovery for PAGA penalties. *Id*. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendant from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of $108,333.33 representing one third (1/3) of the GSA and costs not to exceed $20,000.00. Settlement Agreement § 3.2.2. Plaintiff is entitled to attorneys' fees under Labor

Code section 2699(g)(1), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Lab. Code § 2699(g)(1); *see also Gouskos v. Aptos Village Garage, Inc*., 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc*., 144 Cal. App. 4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.") (internal citation omitted). Accordingly, Plaintiff is entitled to recover attorneys' fees and costs.

A. PAGA Counsel's Requested Attorneys' Fees Are Reasonable under the Common Fund Method

The request for attorneys' fees as a percentage of the gross settlement amount is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest*, 20 Cal.3d 25, 35 (1977).

The purpose of the common fund approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc*., 557 F.2d 759, 769 (9th Cir. 1977). Thus, the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995); *see Quinn v. State of California*, 15 Cal.3d 162, 167 (1975) ("[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.").

A number of other courts have recognized the advantages of awarding fees as a percentage of the common fund over the alternative lodestar approach, which usually involves wading through voluminous and often indecipherable time records. *See*, e.g., *In re Activision*

Securities Litigation, 723 F.Supp. 1373, 1375 (N.D. Cal. 1989). The percentage approach is preferable to the lodestar method because: (1) it provides predictability to counsel; (2) encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) reduces the demands on judicial records. *Id*. at 1378-79; *see also Lealao v. Beneficial Cal., Inc*., 82 Cal.App.4th 19, 28 (2000) (discussing findings of task force commissioned by the Third Circuit, which "concluded that the lodestar approach (1) increases the workload of an already overtaxed judicial system, (2) is insufficiently objective and produces results that are far from homogenous, (3) creates a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, (4) is subject to manipulation by judges who prefer to calibrate fees in terms of percentages of the settlement fund or the amounts recovered by the Claimants or of an overall dollar amount, (5) encourages lawyers to expend excessive hours, and engage in duplicative and unjustified work, (6) creates a disservice for the early settlement of cases, (7) deprives trial courts of flexibility to reward or deter lawyers so that desirable objectives, such as early settlement, will be fostered, (8) works to the particular disadvantage of the public interest bar, and (9) results in confusion and lack of predictability.").

The percentage of attorneys' fees set forth in the Settlement Agreement – one third (1/3) of the Gross Settlement Amount – is reasonable. Historically, courts have awarded percentage fees in the range of 20% to 50% in common fund cases. *Newberg on Class Actions*, 4th Ed. 2002, § 14:6. *Newberg* notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. *Id*. Furthermore, California and federal courts have long recognized that a percentage of recovery for attorneys' fees is properly awarded on the basis of the total value. *Boeing v. Van Gemert*, 444 U.S. 472, 480-481 (1980); *see also In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 558 n.13 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.")

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant,

non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to penalize Defendant for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy. Haber Decl. at ¶ 27.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Although *Laffitte v. Robert Half Int'l, Inc*., 1 Cal.5th 480, 489 (2016) makes clear that a lodestar cross-check is not required, PAGA Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

The total hours expended on this action by PAGA Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this PAGA Action, it should be noted that PAGA Counsel spent approximately 143.7 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Haber Decl. at ¶¶ 25-26. Multiplying the total hours expended by PAGA Counsel by their reasonable hourly rates yields a lodestar of $120,862.50. *Id. at ¶ 25.* This amount surpasses the requested fee award of $108,333.33, resulting in a negative multiplier. *Id. at ¶ 26.* This amount does not include the time PAGA Counsel will spend at the PAGA approval hearing and assisting the Settlement Administrator following final approval. *Id*. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id*. PAGA Counsel's lodestar reflects the

efficiencies achieved by attorneys experienced in this field. *Id*. Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of hourly paid workers) could be compensated for Defendant's violations. *Id*. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id*.

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Haber Decl. at ¶ 27. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy. *Id*.

C. PAGA Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.

PAGA Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Haber Decl. at ¶ 21. PAGA Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the trial court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's lead counsel and $850 per hour for a senior associate. *Bronshteyn v. Dep't of*

Consumer Affairs, 114 Cal.App.5th 537, 542 (2025), review denied (Dec. 17, 2025). These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeal. *Id.; see also Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB, 2021 WL 3673845, *3 (finding Wilshire Law Firm, PLC's multiplier of 2.57 reasonable "in light of the contingent nature of recovery, the complexity of the issues, and the result obtained.") The rates requested here are well in line with those found reasonable in *Bronshteyn*. In *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 the court held hourly rates from Wilshire Law Firm, PLC, including a rate of $1,500 for plaintiff's lead counsel, to be "normal and customary for timekeepers with similar qualifications and experience in the relevant market."

Likewise, WLF's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Haber Decl. ¶¶ 22-23, Exs. 3, 4. In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Aggrieved Employees. PAGA Counsel's fee request is fair and reasonable and should be approved.

D. PAGA Counsel's Costs Are Reasonable

PAGA Counsel is entitled to reimbursement of its litigation costs under PAGA. *See* Lab. Code § 2699(g)(1) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."). The Settlement provides for reimbursement of costs not to exceed $20,000.00. Settlement Agreement § 3.2.2. To date, PAGA Counsel has incurred costs in the amount of $17,566.11. Haber Decl. at ¶ 28, Ex. 5. Additionally, we anticipate incurring $300.00 in future costs for filing fees and service fees for a total of $17,866.11 in costs. *Id*. The remaining $2,133.89 will therefore revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. *Id*. These costs were reasonably incurred in prosecuting this Action on behalf of the Aggrieved Employees and should be approved by the Court. Accordingly, PAGA Counsel respectfully requests the Court approve costs in the amount of $17,866.11.

VI. THE REQUESTED PAGA REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

Both the State of California and the Aggrieved Employees are beneficiaries of a settlement that would not have been made possible but for the effort and commitment of Plaintiff. The Settlement provides the Plaintiff shall be paid a PAGA Representative Service Payment not to exceed $10,000.00, in recognition of his efforts in bringing and presenting the Action. Settlement Agreement § 3.2.1. The requested payment is intended to recognize Plaintiff's effort in bringing the Action, serving as private attorney general under PAGA, assisting counsel with the investigation, litigation, and settlement, regularly conferring with counsel on the status of the case, and reviewing the proposed settlement to ensure that its terms are fair and achieve PAGA's objectives.

Plaintiff has provided a declaration detailing the risk he faced in bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and effort he spent on this litigation, the duration of this litigation, and the personal benefit he will receive as a result of the litigation. *See generally* Declaration of Plaintiff Luis Carcache in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Carcache Decl."). Plaintiff also faced the real risk that future employers may not hire him because he lent his name as a PAGA representative in this case, and he could have been liable for Defendant's litigation costs if the case went to trial and he lost. Carcache Decl. at ¶¶ 4, 6. Accordingly, Plaintiff respectfully requests that the Court approve the PAGA Representative Service Payment in the amount of $10,000.00.

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

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[*Signature on the following page*]

Dated: October 14, 2026

WILSHIRE LAW FIRM, PLC

By: _____

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