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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

TEVIN CAMPBELL, on behalf of himself, the State of California, and aggrieved employees, an individual, Plaintiff, v. VERTIV CORPORATION, an OHIO corporation; ELECTRICAL RELIABILITY SERVICES, INC., an Ohio corporation; and DOES 1 through 50, inclusive, *Defendants*.	Case No.: 24CV076883 CLASS ACTION Assigned for All Purposes To: Hon. Peter Borkon Dept.: 15 **NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE §§ 2698 et seq.; MEMORANDUM OF POINTS AND AUTHORITIES** *[Filed concurrently with Declaration of Enoch J. Kim; Declaration of Tevin Campbell; and [Proposed] Order]* **Reservation ID: 854239424206** Hearing Date: October 29, 2026 Time: 2:30 p.m.

TO THE COURT AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 29, 2026, at 2:30 p.m., in Department 15 of the above Court, located at 1225 Fallon Street, Oakland, CA 94612, Plaintiff Tevin Campbell ("Plaintiff"), on behalf of himself, the State of California, and all aggrieved employees (the "Aggrieved Employees"), will and hereby does move this Court pursuant to California Labor Code § 2698 *et seq*. for an order approving the settlement agreement between Plaintiff and Defendants Vertiv Corporation and Electrical Reliability Services, Inc. ("Defendants") which will accomplish the following: approve the representative action settlement embodied in the PAGA Settlement Agreement; approve PAGA Counsel's application for attorney's fees and litigation costs and costs for the Administrator; and enter judgment approving the PAGA Settlement Agreement (the "Motion").

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

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

DATED: October 7, 2026

D.LAW, INC.

By: _____
Enoch J. Kim
Matthew Carraher
Attorneys for Tevin Campbell

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this Motion, Plaintiff Tevin Campbell ("Plaintiff") requests that the Court grant approval of the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") reached between the parties to resolve claims brought exclusively under the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq*. ("PAGA") seeking civil penalties for various violations of the California Labor Code and Industrial Wage Commission's Wage Orders. Pursuant to the Settlement, Defendants Vertiv Corporation and Electrical Reliability Services, Inc. ("Defendants") will pay the Gross Settlement Amount of $162,200.00. (Declaration of Enoch J. Kim ("Kim Decl."), Exhibit 1, "Settlement," ¶ 3.1.)

For purposes of the Settlement, the group of aggrieved employees included in the Settlement is defined as all non-exempt hourly employees employed by Defendants within the state of California any time during the PAGA Period, which is March 20, 2023 through May 5, 2026 ("Aggrieved Employees"). (Kim Decl., Exhibit 1, ¶¶ 1.4 and 1.20.) Based on its records, Defendants estimated that at the time of mediation there were approximately 336 Aggrieved Employees who collectively worked a total of 15,300 pay periods. (Kim Decl., ¶ 9.)

As further explained below, Plaintiff and his counsel believe that the Settlement is fair, reasonable, and in the best interests of the Aggrieved Employees and the State. Accordingly, Plaintiff requests that the Court "review and approve" the Settlement pursuant to Labor Code § 2699(*l*)(2). If the Court deems the Settlement fair and acceptable, Plaintiff requests that the Court enter an order approving the Settlement in the form lodged herewith ordering the parties and Administrator to carry out the terms of the Settlement Agreement and enter a Final Judgment thereon.[1]

[1] Plaintiff has submitted the Settlement Agreement and this Motion to the LWDA by uploading it on the LWDA's website concurrently with the filing of this Motion as required by Labor Code § 2699(*l*)(2). (Declaration of Enoch J. Kim ("Kim Decl.") ¶ 41, Exhibit 4.)

II. RELEVANT BACKGROUND AND PROCEDURAL HISTORY

A. Litigation Overview and Procedural History

On or about March 20, 2024, Plaintiff submitted his notice letter to the California Labor & Workforce Development Agency ("LWDA") and Defendants, alleging that Defendants committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under PAGA. (*Id*. at ¶ 3.)

On May 23, 2024, Plaintiff filed a representative-action complaint in the Alameda County Superior Court, Case No. 24CV076883, against Defendants alleging claims under the Private Attorneys General Act of 2004 for Failure to Pay Minimum Wages; Failure to Pay Wages and Overtime Under Labor Code § 510; Meal Period Liability Under Labor Code § 226.7; Rest Break Liability Under Labor Code § 226.7; Violation of Labor Code § 226(a); Violation of Labor Code § 203; Failure to Reimburse Necessary Business Expenses § 2802; (the "Action"). (Kim Decl., ¶ 4.)

The parties exchanged documents informally in furtherance of settlement negotiations. Defendant provided Plaintiff with time and pay data, wage and hour policies and data points relating to the Aggrieved Employees. (Kim Decl., Exhibit 1, ¶ 2.4.) Defendants deny all liability in the Action. (*Id*. at ¶ 10.1.)

B. Mediation and Settlement

Prior to mediation, Plaintiff conducted extensive informal discovery and Defendants provided data, numbers, and documents, including electronic payroll and timekeeping data for a sampling of Aggrieved Employees, information and documentation regarding Defendants' wage and hour policies, expense report data and information, and meal period information. (Kim Decl., ¶ 4.) The information and data exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims. (*Id*.)

After a thorough investigation and arms-length negotiation, the parties reached a resolution. (Kim Decl., ¶ 5.) The general terms for settling this Action were memorialized in the long-form

Settlement Agreement now before the Court for approval. (*Id*.)

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

III. PAGA ACTIONS AND THE REQUIREMENTS

A. The PAGA Statutory Scheme

PAGA creates a means of "deputizing" citizens as private attorney generals to enforce the Labor Code on behalf of the LWDA. *Brown v. Ralphs Grocery Co*. (2011) 197 Cal. App. 4th 489, 501, *review den.* (Oct. 19, 2011, No. S195850), *cert. denied* 132 S.Ct. 1910 (Apr. 16, 2012). A plaintiff may not — and Plaintiff here does not — bring a PAGA claim simply on his or her own behalf as an individual claim, but "as the proxy or agent of the state's labor law enforcement agencies." *Id*., at 986; *see also Reyes v. Macy's, Inc*. (2011) 202 Cal. App. 4th 1119, 1123-1124; *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. When an aggrieved employee brings a PAGA claim, "the government is always the real party in interest." *Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty*. (2015) 234 Cal. App. 4th 1109, 1119; *Montano v. The Wet Seal Retail, Inc*. (2015) 232 Cal. App. 4th 1214, 1222 ("[A] PAGA action is a dispute between an employer and the State agency."). Accordingly, a plaintiff that brings a PAGA claim represents "the same legal right and interest as state labor law enforcement agencies," in that the plaintiff seeks to recover those civil penalties that the LWDA otherwise would assess and collect. *Arias v. Super. Ct*. (2009) 46 Cal.4th 969, 986; Labor Code § 2699(a) & (f); *Securitas, supra*, 234 Cal. App. 4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015) 523 B.R. 820, 825 (holding "PAGA plaintiffs do not have property rights in their cases."), and *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.

Therefore, when a plaintiff brings a PAGA claim, he or she is properly viewed as a private attorney general prosecuting violations of California's labor laws on behalf of the state. An employee

may commence a PAGA action by fulfilling the requirements of California Labor Code § 2699.3(a)(1), which simply states: "The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation." Labor Code § 2699.3(a)(1). As explained above, Plaintiff complied with the notice requirements and properly pled a PAGA claim. (Kim Decl. ¶¶ 3-4.)

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

The Private Attorneys General Act, Labor Code § 2699 *et seq.*, provides for penalties in the amount of $100 for each violation per aggrieved employee per pay period for the initial violation and $200 for each violation per aggrieved employee per pay period for each subsequent violation. Labor Code § 2699(f)(2). "PAGA penalties...are mandatory, not discretionary" and must be awarded upon a showing that Defendants violated the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213. However, the Private Attorneys General Act provides the Court with discretion when it finds liability and awards these penalties as part of a judgment. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

C. PAGA Authorizes the Payment of PAGA Counsel's Fees and Costs

The Private Attorneys General Act 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 the Gross Settlement Amount of

$162,200.00 in full and final settlement of the PAGA claim alleged in the Action. (Kim Decl., Exhibit 1, ¶ 3.1).

Pending Court approval, the Gross Settlement Amount will be allocated as follows: (1) attorneys' fees of one-third of the Gross Settlement Amount which is **$54,066.67** ("PAGA Counsel Fees Payment") (Kim Decl., ¶ 10.); (2) actual litigation costs incurred in this matter in the amount of **$20,133.86** ("PAGA Counsel Costs Payment") (*Id*.); (3) settlement administration costs of up to **$4,500.00** to be paid to the Settlement Administrator, Phoenix Class Action Administration Solutions, for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment") (*Id*.); (4) a representative service award not to exceed $5,000; and (5) PAGA Penalties in the amount of **$78,499.47**, with 75% ($58,874.60) allocated to the LWDA ("LWDA PAGA Payment") and 25% ($19,624.87) allocated to the Aggrieved Employees ("Individual PAGA Payments"). (*Id*.) The Individual PAGA Payments will be calculated based on the number of pay periods the Aggrieved Employee worked during the PAGA Period of March 20, 2023 through May 5, 2026 ("PAGA Pay Periods"). (Kim Decl., Exhibit 1, ¶¶ 1.19, 3.1-3.2.3.)

Based on its records, Defendants estimated at the time of mediation that there were approximately 336 Aggrieved Employees who collectively worked 15,300 PAGA Pay Periods. (*Id*. at ¶ 11.) If the actual number of PAGA Pay Periods in the PAGA Period increases by more than 10% (i.e., more than 16,830 Pay Periods), then Defendants will increase the Gross Settlement Amount for each PAGA Pay Period in excess of 10%. (Kim Decl., Exhibit 1, ¶ 8.)

Based on this information, and using a straight average, Plaintiff estimates that on average Aggrieved Employees will receive a payment of approximately $58.40 ($19,624 divided by 336 Aggrieved Employees). (Kim Decl., ¶¶ 9, 10.)

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. Plaintiff and PAGA Counsel 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 prevailed at trial.

Plaintiff estimated that the maximum potential exposure on the PAGA claim is $1,530,000, calculated by multiplying the total number of PAGA Pay Periods (15,300) by $100 per violation. (Kim Decl., ¶ 16.) 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 his 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 ¶ 17.)

C. Trial of Plaintiff's PAGA Claims Would Have Presented Many Hurdles.

Defendants denied and continue to deny all of the claims made by Plaintiff in this Action and contend that it acted at all relevant times in conformance with the law. (*Id*. at ¶ 13-14.) Defendants contend that Plaintiff and the Aggrieved Employees were paid for all hours worked, that Defendants prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts, and that any "off-the-clock" work was performed without Defendants' knowledge and de minimis; that Defendants provided lawfully compliant meal and rest periods (and in fact provided longer breaks than required by law) and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendants or due to work requirements; that Defendants paid all requisite meal and rest period premiums; that Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendants' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. (*Id*.) As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement. (*Id*.)

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

"PAGA penalties…are mandatory, not discretionary" and the Court must award penalties upon a showing that Defendants violated the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157, 1213; *Moreno v. Autozone, Inc*. (N.D. Cal. June 5, 2007) No. C05-04432 MJJ, 2007 WL 1650942, at *3. However, PAGA does provide the Court with discretion when it awards these penalties. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to $5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809; *see also Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 *(*reducing PAGA penalties by 30% under this provision).

In departing from the $100/pay period calculation to arrive at the $162,200.00 Gross Settlement Amount in this case, Plaintiff considered various reasons why the Court may reduce any eventual recovery at its discretion, including Defendants' defenses to the claims and the potential manageability issues with PAGA claims at trial. (Kim Decl., at ¶ 18.) Based on those considerations, Plaintiff applied a penalty of $20 per pay period to get a realistic potential exposure of $306,000.00 (15,300 pay periods x $20 penalty per pay period). (*Id.*) Moreover, there is a strong likelihood that a further reduction of the penalty to $5 per pay period as approved in *Carrington* would apply given Defendants' arguments as discussed above.

The Gross Settlement Amount of $162,200.00 is approximately 53% of the realistic potential exposure of $306,000.00. PAGA Counsel submits that this is a fair and reasonable result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

VI. THE REQUEST FOR ATTORNEYS' FEES AND COSTS

A. The Court Should Approve the Requested Attorneys' Fees and Costs

Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **$54,066.66** and an award of litigation costs to PAGA Counsel of **$20,133.86.**

(Kim Decl., at ¶ 20.)

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

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

As previously indicated, this is *not* a class action. However, like a class action, it is a representative action where instead of a class, the Plaintiff represents the State and the public. As a matter of law and substance, counsel's client is the public at large and the State of California. The Plaintiff is simply a "proxy" for the State. On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half International*, which addressed, in a class action context, the correct methodology for awarding fees in a representative action settlement. *Laffitte v. Robert Half Intern. Inc*. (2016) 205 Cal.Rptr.3d 555, 573. The *Laffitte* Court approved awarding fees as a percentage of the settlement fund:

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

Id. at p. 573. Here, the $162,200.00 common fund created for the benefit of the public is, with Plaintiff as a proxy for the State, not unlike the fund created in class action settlements, with the public the equivalent of the class referenced in *Laffitte*.

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

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

Id. at 573.

An award of one-third of the Gross Settlement Amount is appropriate here under the "substantial benefit" theory. *Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1810; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254. That theory permits a litigant who has sued in a representative capacity to recover fees from the beneficiaries of that representation. Courts exercise their inherent equitable powers to assess attorneys' fees against the entire fund, thereby spreading the cost of those fees among the public who benefits from PAGA actions. *Serrano v. Priest* (1977) 20 Cal.3d 25, 35 (*Serrano III).* As this approach "better approximates the workings of the marketplace than the lodestar approach," there is "a greater judicial willingness to evaluate a 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 and hour class and representative actions. (Kim Decl., ¶¶ 29-37). Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this Action on a purely contingency basis. (Kim Decl., ¶ 22.) As a result, PAGA Counsel have yet to receive any compensation for the amount of time and money invested in the case to date. (*Id*.) Moreover, courts in this county and others have approved attorneys' fees awards in other PAGA settlements on a common fund basis at higher percentages than the one-third Plaintiff is requesting here. (*Id*. at ¶¶ 23-24.)

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

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

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

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

PAGA Counsel collectively worked at least 109.8 hours on this matter, resulting in a lodestar of $84,596.50. (Kim Decl. ¶¶ 26-28.) PAGA Counsel's lodestar results in the application of a negative multiplier to reach the requested amount of **$54,066.66**. (Kim Decl., ¶ 27.). Thus, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award.

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 $**20,133.86** in reimbursement for litigation costs (Kim Decl., ¶ 20.) The lion's share of these costs were incurred in connection with filing the matter 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 $**20,133.86**.

VII. THE COURT SHOULD APPROVE THE COSTS OF ADMINISTRATION

The parties agreed to use Phoenix Class Action Administration Solutions ("Phoenix") as the third-party settlement administrator in this case. (Kim Decl., ¶ 11.) Phoenix will be responsible for updating the addresses for the Aggrieved Employees and calculating and distributing the settlement

checks, among other duties. (*Id*., Declaration of Jodey Lawrence.) Phoenix capped its fees at $**4,500.00** for administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA settlements, Phoenix's costs for administering this Settlement are fair and reasonable. (Kim Decl., ¶ 11.)

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 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.

DATED: October 7, 2026

D.LAW, INC

By _____

Enoch J. Kim
Matthew Carraher
Attorney for Plaintiff Tevin Campbell on behalf of himself and Aggrieved Employees