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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

TRAVIS HOANG, an individual, on behalf of the State of California as a private attorney general, on behalf of all other Aggrieved Employees, PLAINTIFF, v. COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION, a Delaware Corporation, and DOES 1 to 10, inclusive, DEFENDANTS.	CASE NO. 24CV439846 **PLAINTIFF'S UNOPPOSED NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: December 4, 2025 Time: 9:00 a.m. Dept.: 18b Judge: Honorable Shella Deen Complaint Filed: May 24, 2024 Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at 9:00 a.m. on December 4, 2025, or as soon thereafter as the matter can be heard, in Department 18b of the above-entitled Court before the Honorable Shella Deen, Plaintiff Travis Hoang ("Plaintiff") will and does hereby apply for an Order Approving PAGA Settlement and Entering Final Judgment, which is filed concurrently herewith.

This Motion will be made on the grounds that the proposed PAGA Settlement is fair, adequate, reasonable, and in the best interests of the State of California and the Aggrieved Employees. This Motion will be based on this notice, the accompanying points and authorities, the Declarations of Craig Ackermann and Travis Hoang, and the complete files and records in this action.

Plaintiff respectfully requests that the Court (1) grant approval of the PAGA Settlement; (2) direct that the Employee Letter be sent to Aggrieved Employees with their settlement share checks in the manner set forth in the PAGA Settlement Agreement; (3) award Plaintiff his Service Award; and (4) award PAGA Counsel their attorneys' fees and litigation costs. Defendant Cognizant Technology Solutions U.S. Corporation ("Defendant") does not oppose Plaintiff's requests. The Parties request that the Court sign and enter the Order Approving PAGA Settlement and Entering Final Judgment, filed concurrently herewith.

Dated: April 8, 2025

ACKERMANN & TILAJEF, P.C.

By: ______________________________

Craig J. Ackermann, Esq.
Avi Kreitenberg, Esq.
Attorneys for Plaintiff, the LWDA, and all other Aggrieved Employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Travis Hoang ("Plaintiff") and Cognizant Technology Solutions U.S. Corporation ("Defendant" or "Cognizant") reached a settlement under the California Private Attorneys General Act, Labor Code section 2699, *et seq*. ("PAGA"). Plaintiff and Defendant are collectively referred to herein "Parties). In accordance with California Labor Code section 2699 (l), Plaintiff now seeks this Court's approval of the terms sought as part of the Parties' settlement of Plaintiff's PAGA action.

This is a settlement of claims for penalties under PAGA based solely on Plaintiff's underlying claim that Defendant violated Labor Code section 2802. A true and correct copy of the PAGA Settlement Agreement (the "Settlement Agreement" or "Agreement"), which sets forth the terms for the settlement of the PAGA action, is attached as **Exhibit 1** to the Declaration of Craig J. Ackermann, filed herewith.

II. RELEVANT FACTS

On March 19, 2024, Plaintiff submitted his PAGA letter to the Labor and Workforce Development Agency ("LWDA") and to Defendant, wherein he asserted claims for civil penalties under PAGA against Defendant, based on the underlying claim that Defendant violated Labor Code §2802 due to its non-reimbursement of all work-related personal cell phone expenses incurred by Aggrieved Employees. (Declaration of Craig J. Ackermann ["CJA Decl."], ¶ 11.) On May 24, 2024, Plaintiff filed a PAGA Complaint in the Santa Clara County Superior Court. (*Id*.). The Parties then agreed to explore settlement through mediation after an exchange of informal discovery. (*Id.)*

As part of its informal discovery production, Defendant produced, among other things, data and information related to the Aggrieved Employees, including the number of monthly pay periods worked by Aggrieved Employees during the PAGA Period; Plaintiff's personnel file; Defendant's Acceptable Use Standard policy, Global Acceptable Use Policy, Travel and Expense Policy, Global Work Model Policy, Mobile Phone Guidelines for North America, and Telecommunication Policy; and correspondence regarding Defendant's implementation of Windows Hello for Business. (*Id* at ¶ 12.).

On February 11, 2025, the Parties, through their counsel attended a mediation via Zoom presided over by experienced wage and hour mediator, Steve Pearl. (*Id.* at ¶ 13.) The negotiations at the mediation were non-collusive and conducted at arms' length. At the mediation, the Parties resolved the action and entered into a Memorandum of Understanding shortly thereafter. (*Id.*) The terms of the Memorandum of Understanding were then memorialized in the PAGA Settlement Agreement now conditioned on Court approval. (*Id.*)

III. TERMS OF THE PAGA SETTLEMENT

The Settlement Agreement requires Defendant to pay a Gross Settlement Amount ("GSA") of **SIX HUNDRED THOUSAND DOLLARS** ($600,000.00). (Settlement Agreement (S.A.) ¶ 1.10). In entering into the Settlement Agreement, Defendant has not made any admission of liability or wrongdoing, and instead the Parties have agreed to settle solely for the purpose of compromising highly disputed claims and avoiding further litigation.

The PAGA Payment is the total of the GSA less attorneys' fees ($200,000.00, one-third of the GSA), actual litigation costs ($11,590.02), Plaintiff's service award ($7,500.00), and Settlement Administrator costs ($17,750.00). The GSA is valuable consideration for the settlement of the Released Claims.[1] (*Id.*) After the deductions, the PAGA Payment will be approximately $363,159.98. (CJA Decl., at ¶ 23.)

The PAGA Payment shall be distributed as follows: seventy-five percent of the PAGA Payment ($272,369.99) will be paid to the State of California's LWDA as required by Labor Code section 2699(i). (*Id.* at ¶ 1.14). The remaining 25% of the PAGA Payment ($90,789.99) will be distributed to Aggrieved Employees using a distribution formula based on the number of monthly pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total number of monthly pay periods all Aggrieved Employees worked during the PAGA Period. Each

[1] "Released Claims" is defined as "any and all claims, rights, demands, liabilities, including without limitation statutory, constitutional, contractual or common law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the PAGA Notice and/or operative Complaint in the Action, or which could have been alleged based on the facts and allegations contained in the PAGA Notice and/or operative Complaint, which occurred during the PAGA Period, including but not limited to any claims based on, or that could be based on violations of Labor Code section 2802, penalties resulting from any alleged violation of Labor Code 2802, the legal rights and interests the State of California seeks to protect through PAGA, and the PAGA penalty claims described in the PAGA Notice." S.A. ¶ 5.2.

Aggrieved Employee's pro-rata share of the PAGA Payment represents their Individual Settlement Payment. (S.A., ¶ 3.4.2.1.)

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. (S.A. at ¶ 4.4.1). Thereafter, all uncashed checks shall be void and 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. (S.A. at ¶ 4.4.3).

Aggrieved Employees means Plaintiff and all other California residents who are or were employed by Defendant for at least one pay period during the time period from March 19, 2023 through April 11, 2025 (the "PAGA Period"). According to Defendant, there are approximately 3,978 Aggrieved Employees in the covered PAGA Period. (*Id.* at ¶ 4.1).

The LWDA is being served with a copy of this motion and the Settlement Agreement through the online process as required by Labor Code section 2699(l), and therefore has notice of this PAGA settlement and motion.[2] (CJA Decl., ¶ 50.)

IV. REQUESTED APPROVAL OF THE PAGA SETTLEMENT

Labor Code section 2699(l) requires that the Court "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." Consequently, Plaintiff respectfully asks the Court to approve the PAGA Settlement filed herewith.

A. The PAGA Penalties to Be Paid Are Fair and Reasonable

The Parties believe that the $600,000.00 GSA is fair and reasonable and therefore should be approved. (CJA Decl., ¶ 10) The GSA compares favorably to the total potential estimated amount of PAGA penalties which Plaintiff calculated as the maximum amount recoverable. Specifically, Plaintiff calculated the maximum unstacked PAGA penalties for the Aggrieved Employees assuming a 100% violation rate for all monthly pay periods at issue at $7,148,900[3], an

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[2] The confirmation received from the LWDA of the filing of the proposed PAGA settlement through their online system is attached to the Declaration of Craig J. Ackermann as **Exhibit 7**.

[3] Plaintiff's Counsel calculated this figure as follows: $7,148,900 (71,489 initial monthly pay periods * $100 initial penalty) based on one underlying violation of the Labor Code and assuming all Aggrieved Employees only suffered an initial violation. CJA Decl., ¶ 14. Further, while PAGA penalties are generally awarded on a per pay periods basis, given the nature of the claim at issue, non-reimbursement of monthly personal cell phone plans, Plaintiff believes that

allegation and number that Defendant vigorously disputes for several reasons. (CJA Decl., ¶ 14.).

The maximum PAGA penalties potentially available is not a realistic outcome of the litigation because it does not take into account Defendant's

defenses. First, Defendant argued that the amount of reimbursement owed to each individual Aggrieved Employee who used their personal cell phone to perform two factor authentications is minimal because minimal data is used for purposes of performing two factor authentications and logging into Cognizant's or Cognizant's clients' resources and systems. (CJA Decl., ¶ 27.). Specifically, Defendant argued that no more than 10% of any Aggrieved Employees total monthly cell phone bill was attributed to work-related tasks. (*Id.*). Accordingly, Defendant argued that a Court would take that into account and not award significant PAGA Penalties (*Id.*). Further, the function of PAGA penalties is almost punitive in nature and given the minimal damages owed to Aggrieved Employees due to the small amount of data used for Defendant's two factor authentication protocols, Plaintiff believes a Court may borrow a penalty analysis from the punitive damage context and award a small amount in PAGA penalties. *See Gober v. Ralphs Grocery Co.*, 137 Cal. App. 4th 204 (Mar. 1, 2006 (Court of Appeal concluded that a six to one ratio of punitive to compensatory damages is sufficient to punish and deter from similar future conduct); *State Farm Mut. Auto Ins. Co. v. Campbell*, 538 U.S. 408, 425 (2003) (SCOTUS suggested that the ratio between compensatory and punitive damages to be no higher than four to one and almost never more than nine to one).

Second, Defendant argued that approximately 55% of California employees have Cognizant-issued laptops which are equipped with Windows Hello for Business and that all monthly pay periods associated with those employees have no violation for the months where a Cognizant-issued laptop was provided. (*Id.*, ¶ 28.). Significantly, the Windows Hello for Business implementation began in 2023 and will be fully implemented by April 2025 and ultimately negate Aggrieved Employees' need to use personal cell phones to perform two factor authentications for logging into Cognizant's or Cognizant's clients' resources and systems. (*Id.*). This reduces the

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a Court would only award PAGA penalties based on monthly pay periods given that cell phone bills are issued on a monthly basis.

amount of monthly pay periods at issue down to 32,170 and the maximum exposure down to $3,217,000 (71,489 monthly pay periods * 45% of monthly pay periods without company-issued laptops equipped with Windows Hello for Business *$100 per monthly pay period penalty) with an amount recovered per "violative" monthly pay period of $18.65 ($600,000 / 32,170 "violative" monthly pay periods).

Third, Defendant argued that they have robust policies and practices governing reimbursement which several Aggrieved Employees utilized. (*Id.*, ¶ 29.). Specifically, Defendant implemented policies during the COVID-19 pandemic that allowed Aggrieved Employees to require reimbursement for home utilities associated with remote work, including personal cell phone expenses. (*Id.*). Accordingly, Defendant argued that the monthly pay periods where reimburse was provided are not violative and Defendant would not owe PAGA penalties associated with those monthly pay periods. (*Id.*).

Plaintiff also recognized PAGA penalties may not be awarded at all because the Labor Commissioner has specifically stated recently that the main purpose for assessing PAGA penalties by the Labor and Workforce Development Agency is to enforce California's Labor Code and obtain compliance. Specifically, with regard to assessing the adequacy of settlements, the penalty amounts to "promote PAGA's compliance and deterrence goals." See the Amicus Curiae Brief Submitted by the State Labor Commissioner in *Price v. Uber Technologies*, June 16, 2017, Case No. BC544512 (Los Angeles County Superior Court). CJA Decl., **Exhibit 2**. According to the LWDA, who is the real party in interest in PAGA cases, since they are essentially qui tam actions, the PAGA penalties obtained are irrelevant if Labor Code compliance is obtained. *Id.* Here, it is no longer a practice of Defendant to require personal cell phone use to log into Cognizant's or Cognizant's clients' systems and resources due to Defendant's implementation of Windows Hello for Business eliminating any doubt as to Defendant's Labor Code compliance.

In order to recover any civil penalties, Plaintiff would be required at trial to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 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."].) To do this, Plaintiff would need to prove each and every aggrieved employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this action. (CJA Decl., ¶¶ 26-29.).

Furthermore, Plaintiff's estimated $7,148,900.00 maximum penalty figure does not take into account any of Defendant's other legal defenses, including that Courts have complete discretion to "award a lesser amount than the maximum civil penalty amount specified by PAGA 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." (Cal. Lab. Code § 2699(e)(2)). Even when plaintiffs have prevailed at trial on PAGA claims, courts have routinely exercised their discretion to reduce significantly the amount of PAGA penalties awarded to as little as $5.00 per pay period or down to 5% of the available PAGA penalties. *See e.g., Kileigh Carrington v. Starbucks Corporation, et al.*, San Diego Superior Court Case No. 37-2014-00018637-CU-OE-CTL (Apr. 3, 2017) (holding that the plaintiff was only entitled to collect the reduced penalty amount of $5.00 for each pay period in which a meal period violation occurred or 5% of the PAGA penalties at issue); *compare Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *4 (reducing PAGA penalties by 82%). Additionally, on July 21, 2020, in the case of *Gola, et al. v. University of San Francisco*, San Francisco County Superior Court Case No. CGC 18-5655018, the Honorable Curtis E.A. Karnow concluded after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty. Recently *Gola* was affirmed by the Court of Appeal. *See*, *Gola v. University of San Francisco*, 2023 Cal. App. LEXIS 281 (April 13, 2023). Further, should this case not have settled, it is likely that by the time this case reaches trial, all of Cognizant's California employees would have already received Cognizant-issued laptops and use of personal cell phones for work-related reasons would no longer exist.

Here, the amount recovered, approximately $8.39 per monthly pay period on a gross basis ($600,000 / 71,489 pay periods), is consistent with previously cited PAGA awards in *Carrington* and *Covidien* where the Court utilized its discretion and awarded a lesser amount than the maximum civil penalties specified under PAGA. Further, Defendant represented that of the 71,489 total monthly pay periods during the PAGA Period, approximately 55% of monthly pay periods arguably had no violations due to Defendant's implementation of Windows Hello for Business on Cognizant-issued laptops which began to roll out in 2023. (CJA Decl., ¶ 25.) Accordingly, the total "violative" monthly pay periods at issue are approximately 32,170 (71,489 monthly pay periods * 45% of monthly pay periods without company-issued laptops equipped with Windows Hello for Business) with an amount recovered per "violative" monthly pay period of $18.65 ($600,000 / 32,170 "violative" monthly pay periods). These figures are comparable to other PAGA settlements obtained by Plaintiff's counsel alleging similar PAGA claims for unreimbursed work-related personal cell phone expenses:

- *Jernigan, et al. v. Pro Unlimited, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV10027, PAGA settlement approval granted on June 7, 2022 by the Honorable Bruce G. Iwasaki. $1,047,000 PAGA settlement for 4,128 aggrieved employees that worked 76,000 months during the relevant time period. $1,047,000 / 76,000 months = $13.77 per monthly pay period;
- *Geary v. Deloitte Services, LP*, San Francisco County Superior Court, Case No. CGC-22-598662, PAGA settlement approval granted on May 26, 2022 by the Honorable Richard B, Ulmer Jr. $137,900 PAGA settlement for 850 aggrieved employees that worked 10,700 months during the relevant time period. $137,900 / 10,700 months = $12.88 per monthly pay period; and
- *Aranda v. Saladino's Inc.*, Sacramento County Superior Court, Case No. 34-2020-00280800-CU-OE-GDS, PAGA settlement approval granted on August 20, 2022 by the Honorable Christopher E. Krueger. $45,000 PAGA settlement for 189 aggrieved employees that worked 4,822 months during the relevant time period. $45,000 / 4,822 months = $9.33 per monthly pay period.

Given Defendant's defenses to the claimed Labor Code violations at issue, and the risks and costs of continued litigation, Plaintiff and his attorneys believe that the GSA is fair and reasonable. (CJA Decl., ¶ 10.) This settlement was negotiated by experienced counsel at arm's length, who participated at the mediation with Steve Pearl, an experienced mediator. The LWDA has been provided notice of this motion and the PAGA settlement, and the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given considerable weight. Moreover, the LWDA is a sophisticated government entity that is capable of asserting, and preserving, its own rights.

Further, under PAGA reform legislation ("New PAGA") a new default penalty scheme was adopted and provides for penalties of $25 per pay period as opposed to $100 under PAGA's first iteration. While New PAGA is not retroactive, Plaintiff believes that Courts may look to the revised per pay period penalties under PAGA and make awards for PAGA penalties in accordance with New PAGA.

Here, the Parties have agreed to a GSA of $600,000.00, with $272,369.99 going to the LWDA, and $90,789.99 to be divided pro rata among the 3,978 Aggrieved Employees. As noted, no Aggrieved Employees' individual Labor Code claims are released by this PAGA settlement.

B. The Remaining Settlement Terms Are Fair and Reasonable

Although PAGA requires court approval of penalties sought as part of a proposed settlement, the remaining settlement terms are also fair and reasonable. The attorneys' fees at one-third of the Gross Settlement Amount, $200,000.00, are fair and reasonable (See CJA Decl., ¶¶ 43). The total lodestar as set forth in the declaration of Craig J. Ackermann in support of this Motion is $88,447.86 (CJA Decl., ¶ 43.), which represents a reasonable lodestar multiplier of 2.2. Lodestar multipliers typically range between 1.5 to 4 times the lodestar amount or even higher where appropriate. *See e.g., Steiner v. American Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed. Appx. 780, 783 (multiplier of 6.85 "falls well within the range of multipliers that courts have allowed"); *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, 76 (directing the trial court "to enhance the lodestar award by such factor (two, three, four or otherwise) that the court, in its discretion shall deem proper"); *Van Vraken v. Atlantic Richfield Co.,* 901 F. Supp. 294, 298 (N.D. Cal. 1995) (multipliers in the 3-4 range are common in lodestar awards); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1052 (appendix listing numerous cases with multipliers exceeding the multiplier at issue here, and even up to a multiplier of 19.6); *Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224, 255 (2001) ("[m]ultipliers can range from 2 to 4 or even higher"); *Amaral v.*

Cintas Corporation No. 2, 163 Cal. App.4th 1157, 1174 (2008) (approving lodestar with a 1.65 multiplier in a fee-shifting case); Newberg on Class Actions, 3d Ed. 1992 § 14.03, 614-5 ("[m]ultipliers ranging from one to four are frequently awarded in common fund cases when the lodestar is applied. A large common fund award may warrant an even larger multiplier."); *City of Oakland v. Oakland Raiders*, (1988) 203 Cal. App. 3d 78, 83 (affirming 2.34 multiplier); *Bell v. Farmers Ins. Exchange* (2004) 115 Cal. App. 4th 715 (common fund award resulted in a multiplier of 6.15); *Glendora Community Redev. Agency v. Demeter* (1984) 155 Cal. App. 3d 465 (affirming multiplier in the amount of 12).

Plaintiff's counsel has routinely been awarded lodestar multipliers of up to 2.01 in other cases, including class and/or PAGA cases in this Court. In 2021, Judge Brian C. Walsh of the Santa Clara County Superior Court found that a lodestar multiplier of 2.01 is a "reasonable multiplier". *See Cruz v. Island Hospitality Management III LLC*, Santa Clara County Superior Court, Case No. 19CV353766, Order After Hearing on August 7, 2020 and Judgment dated August 7, 2020; *see also*, *Wilson, et al. v. DGDG 1, LLC, et al.*, Santa Clara County Superior Court, Case No. 18CV331434, Tentative Ruling Re: Motion for Final Approval of Class Action Settlement; Judgment, dated January 15, 2020 (the Honorable Patricia M. Lucas approved a lodestar multiplier of 1.8 finding it "reasonable in light of the recovery"); *Zirpolo v. UAG Stevens Creek II, Inc.*, Santa Clara County Superior Court, Case No. 17CV313457, Order After Hearing on July 6, 2018 ("The fee request results in a multiplier of 1.9. As a cross-check, the lodestar supports the 1/3 percentage fee requested, particularly given the good result achieved by the settlement and the lack of objections to the attorney fee request."). In 2017, Judge Goode awarded us a 1.7 multiplier in *Haynes v. Reliable Trucking, Inc.*, Contra Costa Superior Court Case No. C16-01237 (May 26, 2017 Order Granting Final Approval); *See also Bond v. Ferguson Enterprises, Inc.,* 2011 WL 26488879, *13-14 (E.D. Cal. 2011) (Court approved a lodestar multiplier of 1.75 for same counsel here in a class action when performing a lodestar cross-check).

The California Supreme Court approved trial courts' usage of the common fund method of awarding attorneys' fees in cases like this one, and upheld a fee awarded of 1/3 of the total settlement amount obtained for the class. *See Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5^{th} 480, 506

(2016); *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery"). Specifically, in *Laffitte*, the Court wrote: "[w]e 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 503. The California Supreme Court also noted that trial courts have the discretion to award fees as a percentage of the common fund, with or without the necessity to conduct a lodestar cross-check. *Id.* ("…[Courts] … retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

The California Supreme Court's *Laffitte* decision was consistent with its prior rulings recognizing that "when a number of persons are entitled in common to a specific fund, and an action brought by … plaintiffs for the benefit of all results in the creation or preservation of that fund, such … plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III* ("[A] lawyer who recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole").

The fees requested of up to one-third of the GSA are also consistent with awards obtained in similar PAGA cases granted approval by courts in California, including this one. *See e.g.*, *Miller, et al. v. Mattress Firm, Inc.*, Santa Clara County Superior Court Case No. 17CV313148, Order Re: Motion to Approve PAGA Settlement, December 17, 2018 (the Honorable Thomas E. Kuhnle granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement); *Jernigan, et al. v. Pro Unlimited, Inc.*, Los Angeles County Superior Court Case No. 21STCV10027, Order Approving PAGA Settlement and Judgment, June 7, 2022 (the Honorable Bruce G. Iwasaki granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement); *Smith, et al. v. Burlington Merchandising Corporation, et al.* San Bernardino County Superior Court Case No. CIVDS1929684, Order Approving PAGA Settlement and Judgment, October 23, 2020 (the Honorable David Cohn granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement); *Singletary v. Guard*

Management, Inc., San Diego County Superior Court Case No. 37-2018-00017663-CU-OE-NC, Order Approving Representative Action Settlement, June 21, 2018 (the Honorable Timothy M. Casserly granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement); *Peysakhovich v. Perry Automotive Group, Inc., et al.*, San Diego County Superior Court Case No. 37-2018-00025183-CU-OE-NC, Final Judgment, November 15, 2018 (the Honorable Ronald Frazier granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement); *Dominguez v. Scandinavian Designs, Inc., et al.*, Sonoma County Superior Court Case No. SCV-263531, Final Judgment, January 22, 2019 (the Honorable Patrick M. Broderick granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement); *Freeman v. Redwood Wise Riders, Inc., et al.*, Solano County Superior Court Case No. FSC050140, Order Approving Representative Action Settlement, December 3, 2018 (the Honorable Wendy G. Getty granted approval to a PAGA settlement and awarded PAGA Counsel's attorneys' fees in the amount of one-third of the total settlement).

Moreover, the actual costs are $11,590.02 as provided by the Settlement Agreement, which are all documented in the accompanying declarations of Plaintiff's counsel, are also both fair and reasonable, and should, respectfully, be approved. (CJA Decl., ¶ 48).

Service payments to plaintiffs are appropriate in representative litigation, including class cases, derivative cases, and PAGA cases (where an individual sues on behalf of the State). *See Hamilton v. Juul Labs, Inc.*, 2021 U.S. Dist. LEXIS 221416, at *22 (N.D. Cal. Nov. 16, 2021) *citing Meza-Morales*, 2020 WL 9718888, at *7 (PAGA-only case). The $7,500.00 Service Award to Plaintiff is reasonable compensation given the time and effort exerted by Plaintiff on behalf of the Aggrieved Employees and the LWDA. *See, e.g.*, *Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1381 (Cal.App. June 28, 2010) (affirming $10,000 incentive awards to each plaintiff in class action where average recovery per class member was only $81); *see also*, *Lenart v. Fendi N. Am.*, 2023 Cal. Super. LEXIS 71897, at *5 (Apr. 24, 2023) (approving $10,000 service award to plaintiff in PAGA settlement finding "that the amount of this Service Payment to PAGA Representative is fair and reasonable in light of Plaintiff's contributions to this litigation.");

Jernigan, et al. v. Pro Unlimited, Inc., et al., Los Angeles County Superior Court, Case No. 21STCV10027, Order Approving PAGA Settlement and Judgment, June 7, 2022 (awarding $7,500 service award to PAGA representative); *Abelar v. American Residential Services, L.L.C.,* 2019 WL 6054607, at *6 (C.D. Cal. Nov. 14, 2019) (approving PAGA only settlement and holding "[t]he service award of $5,000 is reasonable compensation for the time and acceptance of adverse employment risk by Plaintiff."); *Garcia v. Macy's West Stores, Inc.,* San Bernardino County Superior Court, Case No. CIVDS1515007 (Sept. 13, 2017) (awarding the PAGA plaintiff a service award of $10,000); *Rodriguez v. Cal. Payroll Group*, 2022 Cal. Super LEXIS 47539, at *6-7 (Jan. 24, 2022) (awarding service awards to plaintiffs in the amount of $7,000.00 and $5,000, respectively, and finding that "[c]omparable service awards are routinely issued to named plaintiffs in analogous wage-and-hour class action settlements . . . as well as PAGA settlements."); *Hamilton v. Juul Labs, Inc.*, 2021 U.S. Dist. LEXIS 221416, at *22 (N.D. Cal. Nov. 16, 2021) (awarding service award of $10,000 to each named plaintiff). Plaintiff has provided documents, has reviewed documents filed in this action, spoke with Counsel at length, and made himself available for the mediation.

Accordingly, all of these deductions are fair and reasonable and should be approved.

V. CONCLUSION

Based on the foregoing, the Parties respectfully request this Court approve the proposed PAGA settlement.

Dated: April 8, 2025 ACKERMANN & TILAJEF, P.C.

By: ______________________________

Craig J. Ackermann, Esq.
Avi Kreitenberg, Esq.
Attorneys for Plaintiff, the LWDA, and all other Aggrieved Employees