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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE

TYLER STANDARD, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

NATIONAL DEBT RELIEF LLC, a New
York limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 24SMCV02377

Honorable Lisa K. Sepe-Wiesenfeld
Department N

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
GENERAL RELEASE PAYMENT, AND
ADMINISTRATION EXPENSES
PAYMENT; MEMORANDUM OF POINTS
AND AUTHORITIES**

[Declaration of PAGA Counsel
(Daniel Bass); and [Proposed] Order and
Judgment filed concurrently herewith]

Reservation ID: 138756313550
Date: February 9, 2027
Time: 8:30 a.m.
Department: N

Complaint Filed: May 17, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on February 9, 2027, at 8:30 a.m. or as soon thereafter as the
2 matter may be heard before the Honorable Lisa K. Sepe-Wiesenfeld in Department N of the Superior
3 Court of the State of California, for the County of Los Angeles, located at 1725 Main Street, Santa
4 Monica, California 90401, Plaintiff Tyler Standard (“Plaintiff”) will and hereby does move for entry of
5 the following orders:

- 6 1. Granting approval, pursuant to California Labor Code section 2699(1)(2), of the settlement
7 between Plaintiff and Defendant National Debt Relief LLC (“Defendant”) of the claims
8 brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as set forth in the
9 Private Attorneys General Act Settlement Agreement (“Settlement,” “Agreement,” or
10 “Settlement Agreement”), attached as **“EXHIBIT 1”** to the Declaration of Daniel Bass,
11 including and not limited to, the plan of allocation and distribution of the Gross Settlement
12 Amount for payment of the LWDA PAGA Payment to the California Labor and Workforce
13 Development Agency (“LWDA”), Individual PAGA Payments to the Aggrieved
14 Employees, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment
15 to PAGA Counsel, Administration Expenses Payment to the Administrator, and General
16 Release Payment to Plaintiff;
- 17 2. Approving the Net Settlement Amount, estimated to be no less than \$37,524.72 which will
18 be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor
19 Code section 2699(i), of which 75% will be paid to the LWDA (“LWDA PAGA Payment”) and 25% will be paid to the Aggrieved Employees;
- 20 3. Appointing ILYM Group, Inc. (“ILYM”) as the Administrator, to handle the administration
21 of the Settlement;
- 22 4. Directing Defendant to fund the Gross Settlement Amount, and directing the Administrator
23 to distribute payments in accordance with the Settlement Agreement;
- 24 5. Directing the mailing of Individual PAGA Payment checks to the Aggrieved Employees
25 along with the Cover Letter, which is substantially similar in content and form to that attached
26 as **“EXHIBIT A”** to the [Proposed] Order and Judgment Granting Approval of Private
27 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award
28 of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General

Release Payment, and Administration Expenses Payment (“[Proposed] Order and Judgement”) filed concurrently herewith;

6. Awarding \$5,000.00 to Plaintiff Tyler Standard as his General Release Payment;
7. Awarding an estimated \$2,675.00 of up to \$4,000.00 to the Administrator as an Administration Expenses Payment; and
8. Awarding to Lawyers for Justice, PC (“PAGA Counsel”) the amount of \$40,000.00 as compensation for reasonable attorneys’ fees and the amount of \$14,800.28 for reimbursement of litigation costs and expenses (together, “PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment”), pursuant to California Labor Code section 2699(g)(1).

Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

The Settlement Agreement and moving and supporting papers for this motion are being concurrently submitted to the California Labor and Workforce Development Agency in conformity with California Labor Code section 2699(l)(2).

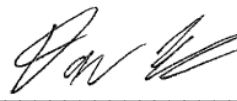
This motion is made pursuant to California Labor Code section 2699(l)(2), which provides for review and approval by the Court of the settlement of a civil action filed pursuant to PAGA.

This motion will be based upon the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of PAGA Counsel (Daniel Bass) and Plaintiff Tyler Standard in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: September 17, 2026

LAWYERS for JUSTICE, PC

By:



Daniel Bass
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Tyler Standard (“Plaintiff”) seeks approval of the Private Attorneys General Act Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into between Plaintiff, individually and on behalf of the State of California with respect to Aggrieved Employees, and Defendant National Debt Relief LLC (“Defendant”), pursuant to California Labor Code section 2699(1)(2).¹ Plaintiff and Defendant (together, the “Parties”) have agreed to resolve the above-captioned action, brought pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for a Gross Settlement Amount of \$100,000.00.²

The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise of a disputed claim that has been reached through arm’s-length negotiations, in light of the risks, complexity, and expense of further litigation, and the strengths of the PAGA claim. The Settlement meets the requirements for Court approval based upon the relevant fairness factors. The Court is respectfully requested to approve the Settlement, award the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and General Release Payment and approve the LWDA PAGA Payment.

The Settlement Agreement and moving and supporting papers for this motion are being concurrently submitted to the LWDA and Plaintiff now moves for an order granting approval of the Settlement, in conformity with California Labor Code section 2699(1)(2).³

II. FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY

For a discussion of relevant procedural history and facts regarding this case, please see the Declaration of Daniel Bass at paragraphs 9 to 14.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Scope of the Settlement

If the Court grants approval of the Settlement, Plaintiff will release the Released Parties⁴ from

¹ The Private Attorneys General Act Settlement Agreement (“Settlement Agreement”) is attached as “**EXHIBIT 1**” to the Declaration of Daniel Bass.

² Settlement Agreement, § 3.1. The Gross Settlement Amount is subject to possible increase pursuant to Section 4.1 of the Settlement Agreement.

³ The Court is referred to the concurrently-filed Proof of Service, which confirms submission of the papers to the LWDA.

⁴ The definition of the “Released Parties” is set forth in the Settlement Agreement, § 1.28.

Plaintiff's Released Claims,⁵ and Plaintiff, and the State of California with respect to Aggrieved Employees,⁶ will release the Released Parties from the Released PAGA Claims⁷.

B. Funding and Distribution of the Gross Settlement Amount

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of \$100,000.00⁸, which is inclusive of the following: (1) PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to be paid to Lawyers for Justice, PC ("PAGA Counsel"), (2) General Release Payment to Plaintiff, (3) Administration Expenses Payment to be paid to the Administrator, and (4) Net Settlement Amount to be paid to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees. The Net Settlement Amount will be the Gross Settlement Amount less the Court-approved PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and General Release Payment; the Net Settlement Amount is currently estimated to be no less than \$37,524.72.⁹ The Net Settlement Amount will be distributed as follows: 75% of the Net Settlement Amount (or approximately \$28,143.54) will be distributed to the LWDA ("LWDA PAGA Payment") and 25% of the Net Settlement Amount (or approximately \$9,381.18) will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their PAGA Pay Periods.¹⁰

Within 14 calendar days of when the Court enters a Judgment on its Order Approving the PAGA Settlement *and* the Judgment is final (the "Effective Date"), Defendant will transmit the Gross Settlement Amount to a qualified settlement fund established by the Administrator for administration of the Settlement.¹¹ Within 15 calendar days of the date on which the Court enters the Judgment on its Order Approving the PAGA Settlement, Defendant will provide the Administrator with the Aggrieved Employee Data, containing the contact information and other information required to calculate payment for each Aggrieved Employee.¹²

///

⁵ The definition of "Plaintiff's Released Claims" is set forth in the Settlement Agreement, § 1.26.

⁶ Settlement Agreement, § 5. "PAGA Period" is defined as the period of March 13, 2023, through the date of the Order approving the Settlement. *Id.*, § 1.20.

⁷ The definition of the "Released PAGA Claims" is set forth in the Settlement Agreement, §§ 1.27 and 5.2.

⁸ Settlement Agreement, § 3.1, Bass Decl., ¶ 17, and see footnote 2.

⁹ *Id.*, §§ 1.16 & 3.2.4., Bass Decl., ¶ 17

¹⁰ Settlement Agreement, § 3.2.4.

¹¹ *Id.*, §§ 1.9, 4.3, & 7.3.

¹² *Id.*, § 4.2.

Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will calculate payments and mail the agreed-upon Cover Letter¹³ and Individual PAGA Payment¹⁴ checks to all Aggrieved Employees by first-class United States mail.¹⁵ For each Individual PAGA Payment check that is returned as undeliverable, the Administrator shall, within 7 days of receiving the returned check, first attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact with Aggrieved Employees, and shall then attempt re-mailing of the Individual PAGA Payment check.¹⁶

The Individual PAGA Payment checks issued to Aggrieved Employees will prominently state the date (not less than 180 calendar days from the date of mailing) when the check will be voided, and checks not cashed by the void date will be canceled.¹⁷ Funds associated with canceled checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual PAGA Payment(s).¹⁸

C. Standards for Approval of PAGA Settlement

The PAGA allows an "aggrieved employee" to bring a civil action on behalf of the State of California to recover civil penalties that normally the LWDA can pursue on behalf of employees against an employer without employees' involvement or approval. Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.¹⁹ Before bringing a civil action under PAGA, an employee must comply with California Labor Code section 2699.3. *See* Cal. Lab. Code § 2699(a). Plaintiff has complied.

¹³ The Plaintiff has prepared a simple Cover Letter for transmission to the Aggrieved Employees along with their Individual PAGA Payment checks, substantially in the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment. The Cover Letter informs the Aggrieved Employees about the Action and the Settlement.

¹⁴ Each Aggrieved Employee's share of the PAGA Penalties ("Individual PAGA Payment"), will be calculated by the Administrator based on their PAGA Pay Periods. Settlement Agreement, § 3.2.4.1. The payments to Aggrieved Employees for their Individual PAGA Payments are to be reported on IRS Form 1099, if required. *Id.*, § 3.2.4.2.

¹⁵ *Id.*, § 4.4.1.

¹⁶ *Id.*, §§ 1.6 & 4.4.2

¹⁷ *Id.*, § 4.4.1.

¹⁸ *Id.*, § 4.4.3.

¹⁹ *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476 (aggrieved employee cannot opt out of a PAGA settlement); *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546-548 ("[A] PAGA action is a statutory action for penalties brought as a proxy for the State," "whatever personal claims the absent employees might have for relief are not at stake[.]" as such, "there is no need to protect absent employees' due process rights" and they "will be bound by the outcome of any PAGA action[.]"); *Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 1340777, at *5 (Unnamed employees need not be given notice); *Arias v. Superior Court* (2009) 46 Cal.4th 969, 984-86 (Same).

1 The settlement of a PAGA action requires court approval. See Cal. Lab. Code § 2699(1)(2).
2 However, a PAGA claim asserted on a non-class representative basis and is not a class action but a law
3 enforcement action.²⁰ A court's review of a PAGA settlement involves consideration of unique factors
4 that render the approval process distinct from, and simpler than the two-step court approval process for
5 a class action settlement. A court reviewing a PAGA settlement need only "ensur[e] that a negotiated
6 resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549 (citing Cal.
7 Lab. Code § 2699(1)(2)). Although California Labor Code section 2699(1) does not set forth the criteria
8 on which a PAGA settlement is to be judged, courts have approved settlements of PAGA claims.²¹

9 In a PAGA case, the court's focus is not the monetary amount which aggrieved employees or
10 the State stand to receive, but instead, whether the total settlement amount achieves the PAGA's
11 objectives. The purpose of the PAGA is "to incentivize private parties to recover civil penalties for the
12 government that otherwise may not have been assessed and collected by overburdened state enforcement
13 agencies." See *Ochoa-Hernandez, supra*, 2010 WL 1340777, at *4 (citing *Arias, supra*, 46 Cal.4th at
14 986). Penalties recovered under the PAGA are, in part, to "be distributed to the [LWDA] for enforcement
15 of labor laws . . . and for education of employers and employees about their rights and responsibilities
16 under this code, to be continuously appropriated to supplement and not supplant the funding to the
17 agency for those purposes." See Cal. Lab. Code § 2699(j).

18 **IV. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED**

19 The Settlement resulted from hard-fought negotiations, fulfills the objectives of the PAGA
20 statute, is fair, adequate, and reasonable, and meets all of the criteria for approval for the reasons
21 discussed below.

22 ///

23 ²⁰ *Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna Health of*
24 *Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias, supra*, 46 Cal.4th at 980-88 (affirming lower
25 court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim); *Pedroza v.*
PetSmart, Inc. (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15; *Amalgamated Transit Union, Local 1756, AFL-*
CIO v. Superior Court (2009), 46 Cal.4th 993, 1003; see also *Iskanian v. CLS Transportation Los Angeles, LLC*
(2014) 58 Cal.4th 348, 381.

26 ²¹ Bass Decl., ¶ 7. See, e.g., *Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles Superior Court, Case
27 No. BC596892 (June 2016), *DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833
(May 2017); *Garcia v. Gordon Trucking* (E.D. Cal. Oct. 31, 2012) 2012 WL 5364575, at *3; *Schiller v. David's*
28 *Bridal, Inc.* (E.D. Cal. June 11, 2012) 2012 WL 2117001, at *14; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb.
16, 2011) 2011 WL 672645, at *1; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 WL 5941801, at
*14; *Nordstrom Commissions Case* (2010) 186 Cal.App.4th 576, 589.

1 **A. The Factors Giving Rise to a Presumption of Fairness Exist**

2 The Parties reached the Settlement after conducting extensive, arm's-length settlement
3 negotiations and the involvement of a neutral mediator Hon. Michael R. Wilner (Ret.)²² A settlement
4 that is "the product of extensive and hard-fought adversarial negotiations between the parties" is entitled
5 to a presumption of fairness. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.

6 As discussed in the Declaration of Daniel Bass, the Settlement is presumptively fair because:
7 (1) it is the product of adversarial non-collusive, and arm's-length negotiations with the assistance of an
8 independent mediator knowledgeable in complex labor and employment matters; (2) it was negotiated
9 by counsel with significant experience in similar complex labor and employment matters; and (3) it
10 occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and
11 potential value of the PAGA claim, and risks and expenses of litigating this claim through trial.²³

12 Based on all of the information available to the Parties, the Parties agree that this matter is well-
13 suited for settlement given the strengths and weaknesses of the PAGA claim and the facts and
14 circumstances of the case.²⁴ PAGA Counsel has extensive experience handling representative and class
15 action wage-and-hour litigation and used that experience to achieve a settlement recovery for Plaintiff,
16 the State of California, and the Aggrieved Employees.²⁵ Therefore, the Court should give considerable
17 weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator
18 in assuring that the settlement is a product of arm's length bargaining.²⁶

19 **B. The Relative Strengths and Weaknesses of the PAGA Claim and the Range of**
20 **Possible Outcomes Strongly Favor Approval of the Settlement**

21 For a discussion of the relative strengths and weaknesses of the PAGA claim and the range of
22 possible outcomes in the litigation, see the Declaration of Daniel Bass at paragraphs 24-32.

23 **C. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation**

24 Courts favor voluntary conciliation and settlement of complex litigation. *Class Plaintiffs v. City*

25 ²² Bass Decl., ¶ 19.

26 ²³ *Id.*, ¶¶ 2-7, 17-32.

27 ²⁴ *Id.*, ¶ 32.

28 ²⁵ *Id.*, ¶¶ 2-7.

²⁶ See *Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations of plaintiffs' counsel should be given a presumption of reasonableness); see also *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating that the "assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive").

1 of *Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276. Generally, unless the settlement is clearly inadequate, its
2 acceptance and approval are preferable to lengthy and expensive litigation with uncertain results. *Nat'l*
3 *Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523, 526.

4 Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the
5 PAGA claim and allegations and considered hundreds of pages of information, documents, and data
6 relevant to Plaintiff's claim and Defendant's defenses thereto.²⁷ The Parties thoroughly and sufficiently
7 evaluated the PAGA claim and related allegations, including, and not limited to, calculating the potential
8 monetary recovery under PAGA.²⁸ PAGA Counsel performed other work as well, which is discussed
9 in the Declaration of Daniel Bass.²⁹

10 Had the case not settled, the Parties would have conducted extensive additional formal
11 discovery, including propounding additional written discovery requests as well as multiple depositions
12 of party and percipient witnesses all over the State of California, to prepare the case for trial. From the
13 inception of this litigation, Defendant indicated that it would aggressively litigate this case.³⁰ Even if
14 Defendant failed on its defenses, litigating a complex PAGA action is inherently expensive, and the
15 litigation could continue beyond entry of judgment if either party were to appeal adverse rulings.³¹
16 Additionally, there is a real possibility that Plaintiff could recover nothing, either for himself or on behalf
17 of the State of California or other Aggrieved Employees after years of costly and labor-intensive
18 litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve
19 significant costs, favors settlement.

20 **D. The Settlement Is Fair, Adequate, and Reasonable**

21 The Settlement provides significant benefits to the State of California and the Aggrieved
22 Employees and falls well-within the range of acceptable settlements under the circumstances. "[T]he
23 very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest
24 hopes.'" *Officers for Justice v. Civil Service Comm'n* (9th Cir. 1981) 688 F.2d 615, 624. "The proposed
25 settlement is not to be judged against a hypothetical or speculative measure of what might have been
26 achieved by the negotiators." *Id.* at 625.

27 Bass Decl., ¶ 20.

28 Ibid.

29 *Id.*, ¶¶ 24-32.

30 *Id.*, ¶ 25

31 *Id.*, ¶¶ 24-32.

1 The Settlement is a compromise of highly disputed claims. Plaintiff and his counsel recognize
2 the expense and length of continued proceedings necessary to pursue the matter through trial and any
3 possible appeals.³² Plaintiff and his counsel have also taken into account the uncertainty and risk of the
4 outcome of further litigation, and the difficulties and delays inherent in such litigation.³³ Plaintiff and his
5 counsel are also aware of the burdens of proof necessary to establish liability, both generally and in
6 response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for,
7 and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved
8 Employees.³⁴ Plaintiff and his counsel have also taken into account Defendant's agreement to enter into
9 a settlement that confers significant relief upon the Aggrieved Employees and the State of California.³⁵

10 Considering all of the facts in this case, Plaintiff and his counsel have determined that the
11 Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the
12 best interests of the Aggrieved Employees and the State of California.³⁶

13 The result achieved in this case, and the monetary recovery provided by this settlement, are well-
14 within the range of an acceptable settlement under the circumstances, especially when compared to trial
15 court penalties assessments in contested cases and the settlement of PAGA claims in other cases. Here,
16 the value obtained for settlement of the PAGA claim is significant, and it will be distributed in accordance
17 with and in fulfillment of the objectives of the PAGA statute.

18 **E. The Experience and Views of PAGA Counsel Favor Approval of the Settlement**

19 PAGA Counsel is highly experienced in complex representative and class action wage-and-hour
20 litigation.³⁷ In the view of PAGA Counsel, the benefits conferred by the settlement are eminently fair
21 and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light
22 of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided
23 for by the Settlement.³⁸ Furthermore, courts have acknowledged that "the interests of plaintiff, counsel
24 and other potentially aggrieved employees are largely aligned. All stand to gain from proving as
25 convincingly as possible as many Labor Code violations as the evidence will sustain[.]" *Williams, supra*,

26 ³² Bass Decl., ¶¶ 19-23, 32 & 36.

27 ³³ *Ibid.*

28 ³⁴ *Id.*, ¶¶ 24-32.

³⁵ *Id.*, ¶ 36.

³⁶ *Id.*, ¶¶ 32&36.

³⁷ *Id.*, ¶¶ 2-8.

³⁸ *Id.*, ¶¶ 24-32 & 36.

548 (citing Cal. Lab. Code § 2699(g)(1)(i)).

V. THE REQUESTED ATTORNEYS' FEES AWARD SHOULD BE APPROVED

A. A Fee Award of a Percentage of the Entire Fund Is Appropriate

The Settlement provides for attorneys' fees in an amount of up to 40% of the Gross Settlement Amount, which is \$40,000.00 (assuming the Gross Settlement Amount remains \$100,000.00)³⁹, subject to approval and award by the Court.⁴⁰ The requested attorneys' fees award is commensurate with: (1) the risk that PAGA Counsel took in bringing and litigating the case, (2) the time, effort, and expense dedicated to the case, (3) the skill and determination that PAGA Counsel has shown, (4) the results that PAGA Counsel has achieved in the case, (5) the value that PAGA Counsel has achieved in the case, and (6) the other cases that PAGA Counsel has turned down in order to work on this matter.

PAGA Counsel is entitled to recover reasonable attorneys' fees and costs as a matter of right under PAGA. See Cal. Lab. Code § 2699(g)(1) ("Any employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs"). PAGA Counsel is also entitled to fees and costs under California Code of Civil Procedure section 1021.5, as the instant PAGA action is by definition "for the benefit" of others and secures monetary recovery for a large number of allegedly aggrieved employees, as well as the State of California.⁴¹ The settlement will also provide funds to the state labor agency, to enhance enforcement of labor laws and education of "employers and employees about their rights and responsibilities under [the California Labor Code]." Cal. Lab. Code § 2699(i).

Courts may calculate and award attorneys' fees as a percentage of a monetary fund that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480 at 486 & 506. Trial courts "retain the discretion to forgo a lodestar cross-check and [may] use other means to evaluate the reasonableness of a requested percentage fee." *Id.* (internal quotes omitted); see also *Wershba, supra*, 91 Cal.App. 4th at 253.

Courts award fees as an economic incentive for lawyers to pursue litigation that will enhance and facilitate access to the judicial system for meritorious claims, deter wrongdoing, and address multiple

³⁹ See note 2.

⁴⁰ Settlement Agreement, § 3.2.1.

⁴¹ See *Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17 (recognizing that recovery obtained on behalf of 209 individuals satisfies the "significant benefit," "public interest," and "large class of persons" requirements of Code of Civil Procedure section 1021.5, regardless of plaintiff's personal motivation).

similar alleged wrongs that would not be economically feasible to pursue individually, such as here. See A. Conte, *Attorney Fee Awards* (2d ed. 1993) 104, at 6.

The percentage method is particularly appropriate where a monetary settlement has been recovered and “the benefit [recovered can be] easily quantified.” *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942. Where the amount of a settlement is a “certain easily calculable sum of money,” California courts may calculate attorneys’ fees as a reasonable percentage of the settlement created. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, section 14:145; *Dunk v. Ford Motor Co.*(1996) 48 Cal. App. 4th 1794, 1808.

The percentage fee method is preferred in representative actions because “it better approximates the workings of the marketplace than the lodestar approach.” *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. California law provides that the award for attorneys’ fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. See *Lealao, supra*, 82 Cal.App.4th at 47-50; *Laffitte, supra*, 1 Cal.5th 480 at 503. In cases where the settlement agreement provides that the defendant will pay the plaintiff’s attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32. Fee awards that are too small will “chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims.” *Id.* at 53. Therefore, fees in representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48. “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th, 1253, 1270).

PAGA Counsel’s application for attorneys’ fees in light of the facts and circumstances surrounding the case is well-within the range of reasonableness. Courts have awarded fees as high as 50% of the settlement in complex actions, depending on the circumstances of the case.⁴²

⁴² See *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California courts routinely approve attorneys’ fees awards “average[ing] around one-third of the recovery.” *Chavez v. Netflix*, (Footnote continued)

PAGA Counsel has performed significant work in this matter, as discussed in the Declaration of Daniel Bass with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.⁴³ In the present case, PAGA Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁴⁴ PAGA Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement recovery for Plaintiff, the Aggrieved Employees, and the State of California.⁴⁵ Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of PAGA Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees are reasonable and should be awarded.

B. The Requested Fee Award is Reasonable Based on the Factors Considered in Determination of Fee Awards

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by PAGA Counsel, are: the time and labor required; the novelty and difficulty of the questions involved; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances; the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772. Some of the most relevant factors to this Court's fee determination will be addressed below.

It should be highlighted that the percentage award sought is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of PAGA Counsel's representation and the risks taken in commencing the case, the skill and determination required, the results that PAGA Counsel has achieved, and the value of the settlement that PAGA Counsel has obtained on behalf of Plaintiff, the Aggrieved Employees, and the State of California. For the reasons discussed herein, an award of attorneys' fees in the amount of 40% of the Gross Settlement Amount is reasonable.

1. Time & Labor

Inc. (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found the range of contingency fees in marketplace to be 20%-40% and determined such a percentage fee was appropriate).

⁴³ Bass Decl., ¶¶ 24-32.

⁴⁴ *Id.*, ¶ 34.

⁴⁵ *Id.*, ¶¶ 2-8.

PAGA Counsel has used its experience and skills in litigating complex wage-and-hour actions to bring this matter to a successful conclusion. Prior to commencing this lawsuit, PAGA Counsel conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁴⁶ During the litigation of the case, PAGA Counsel interviewed and obtained information from Plaintiff, Defendant, and other sources, conducted legal research, reviewed and analyzed hundreds of pages of documents and data, prepared for and participated in mediation and robust settlement discussions, evaluated the PAGA claim, and calculated the potential monetary recovery under PAGA.⁴⁷ PAGA Counsel also met and conferred with Defendant's counsel regarding the pleadings, case management, discovery, arbitration, mediation, and settlement negotiations, among other issues.⁴⁸ PAGA Counsel performed other work including, *inter alia*, case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers, briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees and reviewing Defendant's objections and responses thereto; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and preparing for and appearing for court proceedings.⁴⁹

PAGA Counsel dedicated the full extent of staffing and monetary resources necessary to prosecute the case with maximum efficiency and has fully and actively participated in the litigation process.

In light of the value of time expended and the carrying of costs involved in this litigation, the requested attorneys' fees award is fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly

The skill required to properly litigate this case is evident not only in the results achieved, but in the steps necessary to reach the same. Defendant retained highly-respected counsel to represent its defenses. PAGA Counsel's effort and skill were used to, among other things, investigate the allegations and gather facts, research the legal issues, analyze data, documents, and information obtained from

⁴⁶ Bass Decl., ¶¶ 19-22 & 32.

⁴⁷ *Ibid.*

⁴⁸ *Id.*, ¶ 21.

⁴⁹ *Ibid.*

Defendant, Plaintiff, and through other sources, to evaluate the PAGA claim and negotiate the settlement. Despite all of the obstacles that had to be overcome, PAGA Counsel used its extensive experience and skill in the handling of complex wage-and-hour matters to advocate for and obtain a recovery now, with maximum efficiency, as opposed to the possibility of recovery in the future, after significant expense and time.⁵⁰

3. *Whether the Fee Is Fixed or Contingent*

PAGA Counsel has provided representation on a contingency basis, has borne all of the risks and costs of litigation, and will not receive any compensation until recovery is obtained.⁵¹ If PAGA Counsel had not been successful, the time that they have devoted to litigating the case would have been for naught and would not have produced any fee or any reimbursement of costs or expenses. PAGA Counsel is well-experienced in complex wage-and-hour litigation and used that experience to obtain a great result in this matter.⁵² The skill and determination that PAGA Counsel has shown throughout the prosecution of the case justifies the requested attorneys' fees and costs. Considering the amounts requested, work performed, and risks incurred, the requested fees and costs are reasonable and should be awarded.

4. *The Amount Involved and the Results Achieved*

The Settlement represents an excellent resolution of this lawsuit, given the uncertainty and risks of further litigation.⁵³ Had the case not settled, Defendant would have vigorously defended the case, and would have vigorously continued its efforts to enforce its arbitration agreements, challenge manageability and liability, and sought a reduction in the amount assessed as penalties. Defendant, however, faced risks too, including and not limited to, the risk of trial and the risk of having the Court assess civil penalties. Additionally, preparing for trial would have been extraordinarily expensive for the Parties. At this stage, the settlement is preferred over continued litigation because such resolution saves time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an

⁵⁰ Bass Decl., ¶¶ 18-23 & 33-34.

⁵¹ *Id.*, ¶¶ 33 & 36.

⁵² See Bass Decl., ¶¶ 2-8.

⁵³ *Id.*, ¶¶ 18-32, & 36.

immediate recovery and avoids an uncertain result in the future and additional risk, expense, and delay (e.g., prolonged expert discovery, trial preparation, and appellate review of those proceedings).

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this case, are considerable. PAGA Counsel obtained a settlement that provides for a Gross Settlement Amount of \$100,000.00, and it is currently estimated that the Net Settlement Amount available for distribution to the Aggrieved Employees and the State of California, is approximately \$37,524.72.⁵⁴

5. The Reputation and Ability of the Attorneys

PAGA Counsel is a recognized class action and complex litigation law firm, and its attorneys employed their knowledge, skill, and experience to bring the case to a successful conclusion. PAGA Counsel has years of wage-and-hour class action and complex litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and representative action cases.⁵⁵

VI. REIMBURSEMENT OF PAGA COUNSEL LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED

The Settlement provides for reimbursement of litigation costs and expenses of up to \$18,000.00. As set forth in the Declaration of Daniel Bass, PAGA Counsel seeks reimbursement of \$14,800.26 in litigation costs and expenses.⁵⁶ These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁵⁷ The cost savings of \$3,199.74 will be part of the Net Settlement Amount.⁵⁸ Accordingly, the Court is requested to award reimbursement of litigation costs and expenses to PAGA Counsel in the amount of \$14,800.26.

VII. THE ADMINISTRATION EXPENSES PAYMENT SHOULD BE APPROVED

As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, ILYM Group, Inc. to handle the administration of the Settlement. The fees and expenses of the Administrator are estimated not to exceed \$2,675.00 of the up to \$4,000.00 allowed by the

⁵⁴ Settlement Agreement, § 3.2 & 3.2.4, and see footnote 2; see also Bass Decl., ¶ 17

⁵⁵ Bass Decl., ¶¶ 2-8.

⁵⁶ *Id.*, ¶ 34.

⁵⁷ *Ibid.*

⁵⁸ *Ibid.*

Settlement Agreement. These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payments checks to the Aggrieved Employees; performing Aggrieved Employee Address Searches; and re-mailing the returned Individual PAGA Payment checks, among other things. Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount of up to \$4,000.00 to ILYM Group, Inc., a necessary third-party for handling the settlement process.

VIII. THE GENERAL RELEASE PAYMENT SHOULD BE APPROVED

The Settlement provides for a General Release Payment to be paid to Plaintiff in the amount of \$5,000.00 for his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 5.1 of the Settlement Agreement).⁵⁹ It is reasonable and just for Plaintiff to receive this payment. Plaintiff contributed considerable time and effort to the litigation of this case in order to enforce the California Labor Code on behalf of the State of California and for the benefit of other Aggrieved Employees. Plaintiff discussed his employment with his counsel, gathered and produced relevant documents and information, and provided the facts and evidence necessary to attempt to prove the allegations.⁶⁰ Plaintiff was available whenever his counsel needed him and tried to obtain and provide documents and information that would aid in the litigation of the PAGA claim and pursuit of recovery on behalf of the State of California and Aggrieved Employees.⁶¹

IX. CONCLUSION

For the reasons discussed above and in the accompanying declarations, the Court is respectfully requested to approve the Settlement, including the plan of allocation and distribution of the Gross Settlement Amount.

Dated: September 17, 2026

LAWYERS for JUSTICE, PC

By:



Daniel Bass
Attorneys for Plaintiff

⁵⁹ Settlement Agreement, §§ 1.10 & 5.1. The PAGA statute recognizes that a plaintiff employee may pursue or recover other remedies and relief available to the plaintiff employee under state or federal law through an action under PAGA. See, Cal. Lab. Code § 2699(k)(1) (formerly Cal. Lab. Code § 2699(g)(1)). As such, it is appropriate for Plaintiff to receive a payment for his broader individual release of claims.

⁶⁰ Bass Decl., ¶ 35; Declaration of Tyler Standard (“Standard Decl.”), ¶¶ 3 & 4.

⁶¹ Bass Decl., ¶ 35; Standard Decl., ¶¶ 3-6.