Michelle B. Baker, Esq. (SBN 199130)
Kelsey Aliabadi, Esq. (SBN 343804)
BAKER LAW GROUP, LLP
4225 Executive Square, Suite 600
La Jolla, California 92037
Telephone: (858) 452-0093
E-mail: michelle@bakerllp.com

Counsel for Plaintiff Ilana Meislik

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ILANA MEISLIK, on behalf of herself and all aggrieved California-based non-exempt employees, Plaintiff, v. LAMKONE RESTAURANTS INC., a California corporation; WAHOO'S FISH TACO, LLC, and DOES 1 through 10, inclusive, Defendants.	Case No. 30-2024-01391500-CU-OE-CXC **NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: May 28, 2026 Time: 2:00 p.m. Judge: Judge McCormick Dept.: CX105 Reservation No.: 74797986

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on May 28, 2026, at 2 p.m. or as soon as this matter may be heard in Courtroom CX105 of the above-entitled Court before the Honorable Judge McCormick, Plaintiff Ilana Meislik ("Plaintiff") will apply for an order approving the California Labor Code Private Attorneys General Act ("PAGA") settlement in accordance with Labor Code §2699(l). The proposed settlement is set forth in the accompanying PAGA Settlement Agreement (the "Settlement Agreement").

This motion will be based on this notice of motion and motion, the accompanying points and authorities, the Declaration of Michelle B. Baker Esq., the Declaration of the Plaintiff, the Settlement Agreement between the parties, and the complete files and records in this action. All parties have approved the Settlement Agreement and have met and conferred regarding the motion; therefore, <u>this motion is not opposed by Defendants</u>. The Labor Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying Declaration of Michelle B. Baker.

The Court may issue a tentative ruling prior to the scheduled hearing. Counsel may obtain the tentative ruling on the court's website at website www.occourts.org and by clicking on the tentative ruling link listed under the Online Services tab, or by telephoning the independent calendar clerk for the assigned department prior to the scheduled hearing. If a tentative ruling is issued the day before the scheduled hearing date, no notice of intent to appear is required to appear for argument.

Respectfully submitted,

Dated: March 12, 2026

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Michelle B. Baker (SBN199130)
BAKER LAW GROUP, LLP

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I. INTRODUCTION

Plaintiff Ilana Meislik ("Plaintiff") seeks approval of the PAGA Settlement Agreement ("Agreement")[1], which if approved, would provide valuable monetary relief for approximately 287 "Aggrieved Employees," defined as "all persons within the State of California who are or were employed by Defendants in the State of California as a non-exempt and/or hourly employee during the PAGA Period" from April 3, 2023 through the date this Settlement is approved by the Court. ("PAGA Period"). Agreement at §§ 1.4, 1.20. This is only a settlement of the PAGA claim for civil penalties of Aggrieved Employees, it is not a class settlement of the affected employees other than Plaintiff herself. Cal. Lab. Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court,* 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

If approved, the Aggrieved Employees and the California Labor Workforce and Development Agency ("LWDA") will share the PAGA Penalties of One Hundred Thousand Dollars and Zero Cents ($100,000.00). Agreement at § 3.1. The PAGA Penalties shall be distributed, 75% to the LWDA and 25% to the Aggrieved Employees ("Aggrieved Employee Payment"). Agreement at § 3.2.4.

An objective evaluation of the proposed settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the Agreement. Declaration of Michelle Baker ("Baker Dec.") at ¶ 9.

[1] The Agreement is attached as Ex "1" to the Declaration of Michelle Baker ("Baker Decl.") at ¶ 3. All citations to the Agreement incorporate by this reference a citation to the Baker Decl., ¶ 3. Further, unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Agreement.

II. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA and Civil Action Against Defendants

On June 21, 2024, Plaintiff Meislik filed a First Amended Complaint ("FAC") against Defendants in the Superior Court for Orange County, Case Number 30-2024-01391500-CU-OE-CJC. The FAC alleged ten causes of action for Plaintiff's individual claims, as well as civil penalties under the Private Attorney Generals Act: 1) Failure to Pay Minimum Wages, 2) Failure to Provide Meal Periods, 3) Failure to Authorize or Permit Rest Periods, 4) Failure to Timely Pay Final Wages, 5) Failure to Provide Adequate Pay Stubs, 6) Private Attorneys General Act, Cal. Lab. Code § 2698 et seq., 7) Violation of Cal. Lab. Code §§ 226, 1198.5, 8) Retaliation for Working Conditions Complaint, Cal. Lab. Code § 6310, 9) Retaliation for Reporting Illegal Violation, Cal. Lab. Code § 1102.5 and 10) Wrongful Constructive Termination in Violation of Public Policy. Baker Decl., ¶ 10.

On April 3, 2024, and amended on April 16, 2024, Plaintiff, on behalf of herself and on behalf of other Aggrieved Employees, served Defendants and the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendants for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (Case No.: LWDA-CM-1020261-24). Baker Decl., ¶ 11.

The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice. Baker Decl., at ¶ 12.

On October 21, 2025, the Parties participated in an all-day mediation presided over by William Kampf, Esq., an experienced mediator of wage and hour representative actions. In advance of the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate

Defendants' potential liability exposure. Among the data and documents Defendants produced included, but was not limited to, the total number of Aggrieved Employees, pay periods, employee handbooks, and hundreds of documents of time and payroll data. Baker Decl., ¶ 13.

The Parties' mediation resulted in a settlement of Plaintiff's PAGA claims and was memorialized in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement in the principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant motion. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation, including the risk of Plaintiff not being able to maintain representative claims and establishing manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the significant delay and potential appellate issues inherent to litigation, and was reached after extensive arm's length negotiations, with the assistance of William Kampf, Esq. Baker Decl., at ¶ 14.

The Settlement is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a Settlement of the PAGA claims for civil penalties for Aggrieved Employees, and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim by an Aggrieved Employee that is not a PAGA claim.[2] Nor does this Settlement waive Defendants' right to assert *res judicata* or other available defense to any asserted claim or lawsuit. Baker Decl., at ¶ 15.

Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order. Baker Decl., at ¶ 16.

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[2] As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

III. TERMS OF THE PAGA SETTLEMENT

A. The Gross Settlement Amount

The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount payment in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA Counsel Award in the amount Thirty-Five Thousand Dollars and Zero Cents ($35,000.00), comprised of 35% of the Gross Settlement Amount, reimbursement of incurred litigation expenses in an amount not to exceed Six Thousand Five Hundred ($7,000.00), Claims Administration Costs which will not exceed Nine Thousand Dollars and Zero Cents ($9,000.00), and a Five Thousand Dollar ($5,000) Representative Service Payment to Plaintiff. Agreement generally at §§ 3.1; 3.2. After these deductions, the amount remaining is the "PAGA Penalties," which is estimated to be $44,000.00. Baker Decl., ¶ 17.[3]

The Gross Settlement Amount will be used to satisfy the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Representative Service Payment to Plaintiff, and the Administrator's Expenses Payment. Agreement at § 3.2; Baker Decl., ¶ 18.

Of the PAGA Penalties Payment, seventy-five percent (75%) shall be paid to the LWDA and the remaining twenty-five percent (25%) shall be paid to the Aggrieved Employees ("Aggrieved Employee Payment"). Agreement at §§ 3.2, Baker Decl., ¶ 19. This 75/25 allocation is required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

B. Allocation of Aggrieved Employee Payment

The Individual PAGA Payments will be calculated by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and then multiplying the result by

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[3] Separate from the PAGA settlement, Plaintiff entered into an individual settlement with Defendant in which she granted Defendant a broad release of all claims. Plaintiff will file this settlement agreement under seal for the Court to review in camera, at the Court's request. Baker Decl., ¶ 33.

each Aggrieved Employee's PAGA Pay Periods. Agreement at § 3.2.4.1. The PAGA Period is the period between April 3, 2023 through the date this Settlement is approved by the Court. Agreement at § 1.20.

At the time of the parties' settlement of this Action, Defendant estimated that there were approximately 287 Aggrieved Employees who worked approximately 3,922 pay periods during the PAGA Period based on company records. Baker Decl, ¶ 21.[4]

C. Funding and Distribution

Provided that an order approving this Settlement is entered by the Court, Defendant shall fund the Gross Settlement Amount within 21 days after court approval of the PAGA settlement. Agreement at §§ 1.10, 4.2. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator will mail the Individual PAGA Payments via First-Class U.S. Mail to the Aggrieved Employees' last known mailing address. Agreement at § 4.3. Settlement checks issued to Aggrieved Employees will expire one hundred eighty (180) days from the date they are issued by the Settlement Administrator. Agreement at § 4.3.1. If the check remains uncashed by the expiration of the 180-day period, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Agreement at § 4.4.3. The Aggrieved Employee Payments are 100% penalties and shall be reported using IRS Form 1099s. Agreement at § 3.2.4.

D. Release of Claims

Upon entry of Judgment and funding of the Gross Settlement Amount, the State of California, the Aggrieved Employees, and Plaintiff shall release the Released Parties (as defined in the Agreement) from the Released PAGA Claims which include all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notices, including claims for: failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages

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[4] The Agreement contains an escalator clause, providing that, should the number of Pay Periods increase by more than 10% of what was represented during the PAGA Period, Defendant has the option to either:(a) purchase the additional workweeks on a pro rata basis, or (b) limit the release period to end as of the date on which the 10% cushion is exceeded. Agreement at § 8.

in violation of California Labor Code sections 510 et seq; failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and failure to provide accurate itemized wage statements in violation of California Labor Code section 226. The release of claims for PAGA penalties shall bind the Aggrieved Employees, the LWDA, and the State of California. Agreement at § 5.

E. Court to Retain Jurisdiction

The Court will retain jurisdiction over the Parties and the Settlement for purposes of enforcing the Settlement pursuant to Code of Civil Procedure section 664.6.

F. Notice to Aggrieved Employees

Aggrieved Employees will receive a written notice explaining the nature of the action, the settlement, the amount paid, the release of PAGA claims, and tax treatment. A copy of the proposed notice is attached as Exhibit 7. Baker Decl., ¶ 8.

IV. <u>THE COURT SHOULD APPROVE THE PAGA SETTLEMENT</u>

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Further, the Court in *Moniz v. Adecco USA, Inc.* 72 Cal. App. 5th 56, 77 (2021) stated that "the trial court must review and approve a PAGA settlement (§ 2699, subd,(l)(2)), and the Supreme Court has in dictum referred to this review as a safeguard." (Citing *Kim v. Reins International California, Inc*., 9 Cal. 5th 73, 88 (2020); internal quotations omitted.) "The Supreme Court has also observed that trial court approval ensures that any negotiated resolution is fair to those affected," leading the Court in *Moniz* to determine that "adoption of a standard of review for settlements that prevents fraud, collusion or unfairness, and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted." (*Moniz, supra*, 72 Cal.App.5th at 77; citing *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-1801; internal citations omitted.) In other words, "[i]n review and approval of a proposed settlement under section 2699, subd. (l)(2), a trial court thus must scrutinize whether, in resolving the action, a PAGA plaintiff has adequately represented the state's interests, and hence the public interest." (*Moniz, supra,* 72 Cal.App.5th at 88.) Consequently, the Parties respectfully ask the Court to review and approve the settlement of the PAGA claims and the PAGA Penalties to be paid as part of the proposed Settlement.

A. The Gross Settlement Amount is Fair and Reasonable

The Gross Settlement Amount of $100,000.00 is fair and reasonable and, therefore, should be approved. Here, the PAGA penalties, Defendant's liability exposure is estimated at approximately $1,627,047 in stacked PAGA Penalties. Baker Decl., ¶ 20. The parties estimated approximately 287 aggrieved employees and at least 22,255 pay periods during the PAGA period; for exposure purposes Plaintiff assumed one violation per pay period per employee, as follows:

Claim	Penalty Amount[5]	Number of Pay Periods	Violation Rate	Total Penalties
Unlawful Tip Pooling Cal. Labor code §§ 351, 353	$100	22,255	14% of PAGA Pay Periods	$311,570
Meal Period Violations Cal. Labor Code §§ 226.7 and 512	$50	22,255	10% of PAGA Pay Periods	$111,275
Rest Period Violations Cal. Labor Code §§ 226.7 and 512	$50	22,255	10% of PAGA Pay Periods	$111,275
Wage Statement Violations Cal. Labor Code §§ 226 and 226.2	$100	22,255	14% of PAGA Pay Periods	$311,570
Waiting Time Penalties Cal. Labor Code § 203	$16.50/hr x 5.5hr work days x 30 days	287 terminations		$781,357

Baker Decl., ¶ 21.

[5] In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that "[u]ntil the employer has been notified that it is violating a Labor Code provision … the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties." Therefore, Plaintiff used only penalties for initial violations.

i. Estimated Liability for Unpaid Wages

Plaintiff alleges that Defendants failed to pay all wages owed to Plaintiff and other Aggrieved Employees as a result of their unlawful tip pooling policy that occurred at select locations, which diverted gratuities to managers and supervisors in violation of Labor Code section 351. Because gratuities are the sole property of the employees to whom they are left, Defendants' diversion of those amounts resulted in underpayment of wages and derivative violations, including inaccurate wage statements and failure to timely pay all wages due. Defendants deny these allegations and contend their tip pooling practices complied with California law and that employees were properly compensated. Taking into account Defendants' defenses, the limited records produced, and the litigation risks associated with proving violations on a representative basis, Plaintiff estimates Defendants' exposure for these claims exceeds $311,570 in potential PAGA penalties arising from unlawful tip pooling practices alone. Baker Decl., ¶ 22.

ii. Estimated Penalties for Meal Period Violations

Plaintiff alleges that recorded meal breaks were short, late, or missed approximately 10% of the time, and that some "compliant" meal periods were in fact on-duty. Accounting for Defendant's assertion that it paid meal premiums and maintained compliant policies, Plaintiff estimates exposure of approximately $111,275. Baker Decl., ¶ 23.

iii. Estimated Penalties for Rest Period Violations

Plaintiff alleges that Aggrieved Employees were denied compliant rest breaks due to workload and staffing, or required to remain on duty. Defendant denies this and contends that breaks were properly provided or voluntarily waived. Considering the evidentiary risks, exposure is estimated at $111,275. Baker Decl., ¶ 24.

iv. Estimated Penalties for Derivative Penalties

Plaintiff alleges derivative liability for inaccurate wage statements and waiting time penalties arising from Defendants' unlawful tip pooling practices and failure to pay all wages owed. Because Defendants' paystubs reflected gratuity amounts that were improperly reduced to account for gratuities distributed to managers and supervisors, Plaintiff contends the wage statements were inaccurate and failed to allow employees to determine the wages lawfully owed, in violation of

Labor Code section 226. Plaintiff further alleges that, upon separation, Aggrieved Employees were not paid all wages due, including unlawfully diverted gratuities, giving rise to waiting time penalties under Labor Code section 203. Defendants deny these allegations and contend their wage statements were compliant and that all wages owed were timely paid. Because these derivative penalties require proof of knowing and intentional violations and are subject to significant litigation risk and potential reduction under Labor Code section 2699(e)(2), Plaintiff conservatively estimates Defendants' exposure for wage statement penalties at approximately $311,570 and waiting time penalties at approximately $781,357.

B. The Gross Settlement Compares Favorably to the Likely Recovery

In light of the above, Gross Settlement Amount of $100,000.00 represents approximately 6% of the maximum theoretical PAGA exposure of $1,627,047.00. However, courts routinely reduce PAGA penalties by 70% to 90% pursuant to Labor Code section 2699(e)(2), resulting in realistic recoverable penalties between approximately $488,114.00 and $162,705.00. Accordingly, the $100,000 settlement represents approximately 20% to 61% of realistic potential recovery, which strongly supports approval as fair and reasonable under the circumstances. Baker Decl., ¶ 26. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued litigation including, but not limited to, Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that it can only be assessed civil penalties for actual violations of the Labor Code. See Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required 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 Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant deny any liability or wrongdoing of any kind associated with the claims alleged in this action. Baker Decl., ¶ 27.

Thus, Defendants contended that Plaintiff would be required to "prove Labor Code violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil penalties under PAGA." *Hibbs-Rines v. Seagate Technologi*es, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009). When "determining whether the employer committed Labor Code violations with respect to each employee" is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off. Superstore,* 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021). Baker Decl., ¶ 28.

Finally, the maximum penalty figure does not consider 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)). In fact, Courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp.,* 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to $5 per pay period; "Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when it imposed the penalty … only $5 per initial violation"); *Kaanaana v. Barrett Bus. Servs., Inc*., 29 Cal App 5th 778, 788 (2018), review granted on other grounds (noting that the trial court "exercised its discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-minute meal period"); *Fleming v. Covidien, Inc.,* 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs' section 226 claims from $2,800,000 to $500,000 because the employees suffered no injuries as a result of the erroneous wage statements and made no complaints about the errors or omissions in the wage statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*, 90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied (July 12, 2023), and disapproved of by *Naranjo v. Spectrum Sec. Servs., Inc.,* 15 Cal. 5th 1056, 547 P.3d 980 (2024) (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in light of Defendants' arguments. Baker Decl., ¶ 29.

Given Defendants' defenses to the claimed Labor Code violations at issue, the risks and costs of continued litigation, and Defendants' financial condition, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length. Baker Decl., ¶ 30. The LWDA has been provided with 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 can assert and protect its own rights. Baker Decl., ¶¶ 31.

C. The Remaining Settlement Terms Are Fair and Reasonable

Although PAGA requires that a court approve the proposed PAGA settlement, Labor Code § 2699(1) does not require that a court approve any other elements of the proposed settlement. Because there are no class allegations for which Plaintiff seeks approval, the approval provisions applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable. Baker Decl., ¶ 32. Likewise, the $5,000 service award is also reasonable and consistent with similar PAGA settlements. Plaintiff actively assisted counsel, provided information, reviewed pleadings, participated in mediation, and assisted in settlement. Plaintiff Decl., ¶¶ 7-12

D. Plaintiff's Settlement of her Individual Claims Against Defendants

Separate from the PAGA settlement, Plaintiff entered into an individual settlement with Defendants in which she granted Defendants a broad release of all claims. Plaintiff will file this settlement agreement under seal for the Court to review in camera, at the Court's request. Plaintiff separately received $65,000, inclusive of attorney fees, in settlement of her individual claim for wrongful termination associated with her allegation of reporting Defendants to OSHA for its operations at the site Plaintiff worked. Baker Decl., ¶ 33.

V. <u>THE PAGA COUNSEL AWARD IS FAIR AND REASONABLE</u>

PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys' fees in the amount of $35,000.00 (35% of the Gross Settlement Amount) and reimbursement of litigation costs not to exceed $7,000.00.[6] PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel. Baker Decl., ¶ 35.

A. The Requested Attorneys' Fee is Fair and Reasonable

The requested PAGA Counsel Award of $35,000.00, and reimbursement of litigation expenses of up to $7,000.00 is fair, reasonable, and justified by the result achieved. Baker Decl., ¶ 35. PAGA Counsel negotiated a recovery of One Hundred Thousand Dollars and Zero Cents ($100,000.00), and this result justifies the requested fees equal to 35% of this recovery. This percentage is within the standard contingent recovery of 35%. *See Laffitte v. Robert Half Int'l Inc*., 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied with all applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary relief. Baker Decl., ¶ 36.

Further, the fee award is justified by the work performed. Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. See, e.g., *Laffitte*, 1 Cal. 5th at 506

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[6] As detailed *infra,* at the time of filing this motion, Plaintiff's Counsel incurred $5,927.32 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

(approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers).

As detailed in PAGA Counsels' time and billing records submitted herewith, PAGA Counsels' current loadstar is $98,430.00. Baker Decl., ¶ 5, 41. Thus, PAGA Counsels' fee request is equal to PAGA Counsel's loadstar with a *negative* multiplier of .35 well below the 2.13 multiplier approved in *Laffitte* – and well within the recognized multiplier range between 2 and 4. See also *Taylor v. FedEx Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (following *Laffitte,* approved 30% fee award with cross-check lodestar multiplier of 2.26); *Emmons v. Quest Diagnostics Clinical Labs., Inc.*, 2017 U.S. Dist. LEXIS 27249 (E.D. Cal. 2017) (following *Laffitte,* approved 33% fee award with cross-check lodestar multiplier of 1.7).

B. PAGA Counsel is Entitled to Reimbursement of Actual and Reasonably Incurred Litigation Costs

Attorneys who create a common fund for the benefit of a class are entitled to payment from the fund of reasonable litigation expenses and costs. Common fund fee and expense awards include counsel's incurred expenses because those who benefit from their effort should share in the cost. *See Rider v. City of San Diego,* 11 Cal. App. 4th 1410, 1423 n.6 (1992). The appropriate analysis in deciding if costs are compensable is whether the costs are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994); *see also Hartless*, 273 F.R.D. at 645-46 (common fund class action settlement where court awarded litigation costs for consultants, online legal research, copying, postage, long distance charges, travel expenses, filing fees, mediation fees and investigation fees). Costs for incurred by PAGA Counsel as of March 12, 2026 is $5,927.32 for prosecuting this action. Baker Decl. ¶¶ 6, 42. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; postage; factual and legal research charges; mediation fees; and court costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed. Baker Decl. ¶¶ 6, 43.

VI. CONCLUSION

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

Respectfully submitted,

Dated: March 12, 2026

Michelle B. Baker

Michelle B. Baker (SBN199130)
BAKER LAW GROUP, LLP