

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 276490)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EMMANUEL RUIZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CERTIFIED AVIATION SERVICES, LLC,
a Delaware limited liability company; and
DOES 1 through 100,

Defendants.

Case No. 24STCV08430

*[Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. 7]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS'
GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: December 11, 2024

Time: 10:00 a.m.

Dept.: 7

Complaint filed: April 3, 2024

Trial Date: None Set.

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on December 11, 2024 at 10:00 a.m., or as soon thereafter
4 as the matter may be heard in Department 7 of the above-entitled Court, located at 312 North
5 Spring Street, Los Angeles, California 90012, Plaintiff Emmanuel Ruiz (“Plaintiff”), individually
6 and on behalf of the State of California and other Aggrieved Employees, will, and hereby does,
7 move this Court for entry of an Order as follows:

- 8 1. Granting approval, pursuant to California Labor Code § 2699(l), of the proposed
9 settlement of claims brought pursuant to the Private Attorneys General Act of 2004
10 (Cal. Labor Code § 2698, *et seq.*) and as set forth in the Parties’ PAGA Settlement
11 Agreement, a true and correct copy of which is attached to the Declaration of Sean M.
12 Blakely filed concurrently herewith;
- 13 2. Appointing Phoenix Settlement Administrators as the Settlement Administrator;
- 14 3. Approving the proposed Notice of PAGA Settlement (“Notice”) as to form and
15 content, and directing that it be distributed to Aggrieved Employees pursuant to the
16 terms of the Settlement Agreement;
- 17 4. Directing the funding and distribution of the Maximum Settlement Amount pursuant
18 to the terms of the Settlement Agreement;
- 19 5. Approving an award of attorneys’ fees to Plaintiff counsel of \$73,333.33 and an award
20 of litigation costs to Plaintiff’ counsel in the amount of \$7,659.61;
- 21 6. Approving a representative enhancement payment of \$5,000.00 to Plaintiff for his
22 service to Aggrieved Employees and the State of California;
- 23 7. Approving \$4,500.00 in administration costs to Phoenix Settlement Administrators;
24 and
- 25 8. Approving the payment of approximately \$97,130.30 to the California Labor &
26 Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties.

27 This Motion is based on this Notice; the attached Memorandum of Points and Authorities;
28 the declaration of Sean M. Blakely and all exhibits attached thereto; the declaration of Paul K.

1 Haines; the declaration of Joel M. Gordon; the declaration of Jodey Lawrence of Phoenix
2 Settlement Administrators and all exhibits attached thereto; the declaration of Plaintiff Emmanuel
3 Ruiz; the Settlement Agreement; all other pleadings and papers on file in this action; and on any
4 further oral or documentary evidence or argument presented at the time of hearing.
5

6
7 Dated: October 15, 2024

Respectfully submitted,

HAINES LAW GROUP, APC

8
9 By: 
10 Sean M. Blakely
11 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Emmanuel Ruiz (“Plaintiff”), an “aggrieved employee” under the Private
4 Attorneys’ General Act of 2004 (“PAGA”), respectfully moves this Court for an Order granting
5 approval of the PAGA Settlement Agreement (“Settlement”) with Defendant Certified Aviation
6 Services, LLC (“Certified Aviation”).¹ This PAGA representative action seeks civil penalties
7 predicated on Certified Aviation’s alleged violations of the California Labor Code from April 3,
8 2023 until August 12, 2024 (the “PAGA Period”). The proposed Settlement, under which
9 Certified Aviation has agreed to pay a non-reversionary Maximum Settlement Amount of Two
10 Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00), will resolve Plaintiff’s
11 representative claims filed on behalf of the State of California and all “Aggrieved Employees,”
12 which includes all current and former non-exempt employees who worked for Certified Aviation
13 in California at any time during the PAGA Period.

14 Notably, the relief provided for under the Settlement, and the claims released thereunder,
15 are *solely* for the payment of *civil penalties* under the PAGA, and not for any underlying Labor
16 Code violations. The release also encompasses only PAGA civil penalties based upon the factual
17 allegations and theories alleged by Plaintiff in this Action, and only for claims arising during the
18 PAGA Period, which as noted above, ends on August 12, 2024.

19 In deciding whether to grant approval of the Settlement, the primary issue is whether the
20 Settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement
21 embodies all of the features of a settlement that is fair, reasonable, and adequate, as it: (1) is the
22 product of arm’s-length negotiations; (2) was negotiated by attorneys experienced in wage-and-
23 hour issues and PAGA litigation with the assistance of an experienced, neutral mediator; (3) was
24 negotiated after undertaking sufficient discovery and investigation to evaluate the relative

25 _____
26 ¹ The proposed PAGA Settlement Agreement is attached as **Exhibit 1** to the Declaration of Sean
27 M. Blakely filed herewith. The Explanatory Letter to Aggrieved Employees is attached as **Exhibit**
28 **A** to the Settlement Agreement. All terms in the Motion have the same definition as used in the
Settlement. The red-lined version of the LASC Model PAGA Settlement Agreement, showing
modifications that were made in drafting the Settlement Agreement are attached to the
Declaration of Sean M. Blakely as **Exhibit 5**.

1 strength and value of Plaintiff's PAGA claim and Certified Aviation's defenses thereto; and (4)
2 reflects a reasoned compromise based on the relative strength and value of the PAGA claim, as
3 well as the risks, expenses, complexity and likely duration of further litigation.

4 As noted, the Settlement provides for a non-reversionary Maximum Settlement Amount
5 of \$220,000.00. After deducting amounts for requested attorneys' fees (\$73,333.33), litigation
6 costs (\$7,659.61), Plaintiff's Enhancement Payment (\$5,000.00), and settlement administration
7 costs (\$4,500.00), the Settlement provides for distribution of a Net Settlement Amount of
8 approximately \$129,507.06 to be paid to Aggrieved Employees and the California Labor &
9 Workforce Development Agency ("LWDA"). Settlement, § 3.2; *see also* Declaration of Sean M.
10 Blakely ("Blakely Decl."), ¶¶ 12, 22, Exhibit 3; Declaration of Jodey Lawrence ("Lawrence
11 Decl."), ¶ 16, Exhibit B.

12 The Net Settlement Amount shall be distributed 75% (approximately \$97,130.30) to the
13 LWDA, and 25% (approximately \$32,376.76) to Aggrieved Employees, pursuant to the
14 requirements of the PAGA as codified in Lab. Code § 2699(i). *See* Settlement, § 3.2.4. There are
15 approximately 262 Aggrieved Employees, resulting in average payments of approximately
16 \$123.58 to each Aggrieved Employee. Blakely Decl., ¶ 12.

17 The Settlement represents a positive result for the State of California and Aggrieved
18 Employees. Further litigation may have resulted in a smaller recovery or even no recovery at all,
19 based on the defenses asserted by Certified Aviation and significant ongoing litigation risks.
20 Moreover, the Maximum Settlement Amount is greater than other PAGA penalty awards that
21 have been approved as reasonable. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No.
22 BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving total
23 PAGA set-aside of \$5,000, or \$7.49 per employee); *Cabrera v. Advantage Sale & Marketing,*
24 *LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, Mar. 12, 2013)
25 (approving PAGA set-aside of \$10,000, or \$3.33 per employee). The amounts requested for
26 attorneys' fees and costs, Plaintiff's Representative Enhancement Payment, and settlement
27 administration costs are all fair, adequate, and reasonable. Thus, Plaintiff respectfully requests
28 that the Court enter the [Proposed] Judgment and Order submitted concurrently herewith.

1 **II. SUMMARY OF THE LITIGATION**

2 **A. Brief Factual Background and Summary of Claims**

3 Certified Aviation specializes in providing maintenance and repair operations on airplanes
4 at various airports across the United States, including several throughout California, including
5 Los Angeles International Airport, San Francisco International Airport, and Hollywood Burbank
6 Airport. Blakely Decl., ¶ 8. Plaintiff worked for Certified Aviation in the non-exempt position of
7 and “Turbine Washer” at Los Angeles International Airport from approximately July 26, 2023 to
8 February 29, 2024. *See* Declaration of Plaintiff Emmanuel Ruiz (“Ruiz Decl.”), ¶ 2. Plaintiff, like
9 all Aggrieved Employees, was employed by Certified Aviation in California as a non-exempt
10 employee during the PAGA Period and was subject to Certified Aviation’s wage and hour policies
11 and practices.

12 Plaintiff’s PAGA claim is predicated primarily on allegations that he and other employees
13 were not paid all wages for all hours worked due to Certified Aviation’s allegedly unlawful
14 timekeeping policies/practices, were denied compliant meal and rest periods, did not receive
15 accurate and compliant wage statements, and were not reimbursed necessary business
16 expenditures. As explained below, Certified Aviation denies Plaintiff’s allegations and asserted
17 several affirmative defenses to his claims.

18 **B. Relevant Procedural History**

19 On April 3, 2024, Plaintiff filed the instant action, alleging violations of the California
20 Labor Code for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal
21 period violations; (4) rest period violations; (5) failure to reimburse employees for necessary
22 business expenditures; (6) wage statement violations; and (7) unfair competition. Blakely Decl.,
23 ¶ 9. That same day, Plaintiff submitted his notification letter to the LWDA and Certified Aviation
24 regarding Certified Aviation’s alleged Labor Code violations and his intent to pursue a PAGA
25 representative action, as required by Labor Code § 2699.3. *Id.*, Exhibit 2.

26 On June 11, 2024, after exhausting his pre-filing PAGA requirements under Labor Code
27 § 2699.3(a)(2)(A), Plaintiff filed the operative First Amended Class and Representative Action
28 Complaint in this Court. Blakely Decl., ¶ 9. Shortly after the class action complaint was filed,

1 Certified Aviation produced an arbitration agreement that Plaintiff signed during his employment
2 with Certified Aviation. *Id.* In light of this arbitration agreement, Plaintiff will be filing a request
3 for dismissal of class claims without prejudice concurrently with this Motion. *Id.*

4 On July 11, 2024, the Parties participated in mediation before mediator Michael Ludwig,
5 Esq. Blakely Decl., ¶ 10. In connection with mediation, Certified Aviation informally produced
6 information and documents pertaining to Plaintiff and other Aggrieved Employees, including, but
7 not limited to, payroll and timekeeping records for Plaintiff and approximately 89% of Aggrieved
8 Employees during the PAGA Period; several data points, including the number of Aggrieved
9 Employees and the number of aggregate pay periods worked by Aggrieved Employees during the
10 PAGA Period; and its employee handbook and other written policies in effect during the PAGA
11 Period, in order for Plaintiff's counsel to investigate Plaintiff's allegations and value the claims
12 prior to mediation. *Id.* Plaintiff conducted a comprehensive analysis and extrapolation of the data
13 produced by Certified Aviation to calculate Certified Aviation's potential PAGA exposure. *Id.*

14 During mediation, the parties vigorously debated Plaintiff's ability to proceed on a
15 representative basis, the legal basis for Plaintiff's claims and Certified Aviation's defenses, the
16 potential amount of penalties, and the Parties' data analyses and conclusions based thereon.
17 Blakely Decl., ¶ 11. With the assistance of Mr. Ludwig, the Parties agreed to fully and finally
18 resolve Plaintiff's PAGA claim at the conclusion of mediation. *Id.* Over the following months,
19 the parties negotiated and finalized the Settlement now before the Court. *Id.*

20 **III. SUMMARY OF THE SETTLEMENT**

21 **A. "Aggrieved Employees" Defined**

22 The "Aggrieved Employees" under the Settlement consist of all current and former non-
23 exempt employees who worked for Certified Aviation in California at any time during the PAGA
24 Period. *See* Settlement, § 1.4. The number of Aggrieved Employees, including Plaintiff, is
25 estimated to be approximately 262 individuals. *See* Settlement, § 4.1. The PAGA Period is defined
26 as April 3, 2023 until August 12, 2024. *Id.*, § 1.19.

27 **B. Monetary Terms**

28 The Settlement provides for Certified Aviation's payment of a non-reversionary MSA of

\$220,000.00. *See* Settlement, §§ 1.14; 3.1. After deducting requested attorneys’ fees, litigation costs, Plaintiff’s Enhancement Payment, and administration costs, the Settlement provides for the Net Settlement Amount (“NSA”) to be distributed 75% to the LWDA and 25% to Aggrieved Employees, per Labor Code § 2699(i). Settlement, §§ 1.22., 3.2.4. The 25% portion to Aggrieved Employees shall be distributed based on each Aggrieved Employee’s proportional number of pay periods worked for Certified Aviation in California during the PAGA Period. *Id.*, at § 3.2.4.1.

**1. Attorneys’ Fees and Costs, Administration Costs, and Plaintiff’s
Enhancement Payment**

Plaintiff counsel requests one-third of the MSA (i.e., \$73,333.33) in attorneys’ fees, and up to \$7,659.61 in litigation costs. *See* Settlement, § 3.2.1; Blakely Decl., ¶¶ 21-22, Exhibit 3. As discussed in detail below, a fee award of one-third of the MSA is fair, adequate, and reasonable as a percentage of the settlement fund and is in line with fee awards in other PAGA settlements.

The parties have agreed to engage Phoenix Settlement Administrators (“Phoenix”) as the third-party settlement administrator. *See* Settlement, § 7.1. Phoenix will update Aggrieved Employee addresses using the National Change of Address database, calculate and distribute Individual PAGA Payments, mail payments to all Aggrieved Employees together with the Notice, and perform other duties that are integral to the effectuation of the Settlement. *Id.*, §§ 7.1-7.4. Plaintiff requests that the Court approve \$4,500.00 in administration costs to Phoenix, which will cover all costs incurred by Phoenix in connection with the Settlement. *Id.*, at § 3.2.2.; *see also* Lawrence Decl., Exhibit B.

Finally, Plaintiff requests an enhancement payment of \$5,000.00, in recognition of Plaintiff’s contributions to this case and his efforts in bringing this case to successful resolution. *See* Settlement, § 3.2.3.; Ruiz Decl., ¶¶ 8-9.

2. Payment to LWDA and Aggrieved Employees

The NSA will be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i); Settlement, § 3.2.4. Based on the above requested distributions, the NSA is estimated to be \$129,507.06, with \$97,130.30 paid to the LWDA and \$32,376.76 distributed to Aggrieved Employees. Blakely Decl., ¶ 12. As noted, there are approximately 262

total Aggrieved Employees. *Id.* Thus, it is anticipated that overall, Aggrieved Employees will receive average Settlement payments of approximately \$123.58. *Id.*

3. *Funding of the Settlement*

Certified Aviation will deposit the MSA with Phoenix, the Settlement Administrator, within fourteen (14) days after the Effective Date ². *See* Settlement. § 4.3. Within fourteen (14) days after the Settlement has been fully funded, Phoenix will mail the Notice in English and Spanish, and Individual PAGA Payments, to Aggrieved Employees via First-Class U.S. Mail. *See* Settlement, §§ 4.4, 4.4.1.

Funds from any settlement checks remaining uncashed after 180 days will be voided and cancelled, and Phoenix shall transmit the funds represented by such checks to the California State Controller's Office's Unclaimed Property Fund in the name of the Aggrieved Employee. *See* Settlement, §§ 4.4.1, 4.4.3.

IV. LEGAL ARGUMENT

A. Standards for Approval of a PAGA Settlement

The settlement of a PAGA claim requires court approval pursuant to the PAGA statute, which states that the "court shall review and approve any settlement of any civil action filed pursuant to this part." Labor Code § 2699(1). Of course, "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." *See In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 (N.D. Cal. Sept. 13, 2011) at *9. "[T]he very essence of a settlement is... 'a yielding of absolutes and an abandoning of highest hopes,'" as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." *Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir. 1982). As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Id.*

Although the PAGA statute does not set forth the criteria by which a PAGA settlement is

² "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is entered and becomes final.

1 to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a
2 class action settlement. However, “a PAGA claim asserted on a non-class representative basis...is
3 not considered a class action but a law enforcement action, and therefore does not have to meet
4 the requirements of [a class action].” *Casida v. Sears Holdings Corp.*, 2012 WL 253217 (E.D.
5 Cal. Jan. 26, 2012) at *3; *Mendez v. Tween Brands, Inc.*, 2010 WL 2650571 (E.D. Cal. Jul. 1,
6 2010) at *4 (“PAGA claims are law enforcement actions, not class actions”). A court’s review of
7 a PAGA settlement implicates the following unique features that render the approval process
8 distinct from approval of a class action settlement.

9 First, in evaluating a PAGA settlement, the court is not concerned with amount(s) received
10 by “aggrieved employees,” but rather, must focus on the total settlement amount in achieving
11 PAGA’s objective. “The remedy sought in a PAGA suit consists of civil penalties, not individual
12 or class damages.” *Mendez*, 2010 WL 2650571 at *4. “Unlike class actions, these civil penalties
13 are not meant to compensate unnamed employees because the action is fundamentally a law
14 enforcement action.” *Ochoa-Hernandez v. Cjaders Foods, Inc.*, No. C-08-2073-MHP 2010 WL
15 1340777 (N.D. Cal. Apr. 2, 2010) at *4. As our Supreme Court confirmed, “PAGA claims are
16 ‘representative’ actions in the sense that they are brought on the state’s behalf. The employee...
17 ‘represents the same legal right and interest as’ those agencies — ‘namely, recovery of civil
18 penalties that otherwise would have been assessed and collected by the [LWDA].” *ZB, N.A. v.*
19 *Sup. Ct.*, 8 Cal.5th 175, 185 (2019) (citing *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th
20 348, 380 (2014)).

21 Moreover, while “[a PAGA] action is ... designed to protect the public and penalize the
22 employer for past illegal conduct” (*Mendez*, 2010 WL 2650571 at *4), a PAGA settlement – like
23 any settlement – involves a compromise that stops short of rendering findings of liability and
24 damages. “Unlike a class action seeking damages or injunctive relief for injured employees, the
25 purpose of PAGA is to incentivize private parties to recover civil penalties for the government
26 that otherwise may not have been assessed and collected by overburdened state enforcement
27 agencies.” *Ochoa-Hernandez*, 2010 WL 1340777 at *4.

28 Second, consistent with the fact that unnamed employees have no property interest in a

PAGA claim,³ “[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.” *Ochoa-Hernandez*, 2010 WL 1340777 at *5; *see also Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476, 482 (2020) (recognizing that “there is no mechanism for opting out of the judgment entered on the PAGA claim.”). This renders the approval process of a PAGA settlement distinct from a class action settlement, as the Court need not employ the “two-step approval process” required for class action settlements under Fed. R. Civ. Proc. Rule 23(e) and Cal. Rule of Court 3.769.

Finally, unlike a class action settlement under Fed. R. Civ. Proc. Rule 23(e) or Cal. Rule of Court 3.769, the scope of release in a PAGA settlement is limited to *civil penalties*. While “judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding...the non-party employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties.” *Arias v. Sup. Ct.*, 46 Cal. 4th 969, 986-87 (2009). Thus, the scope of release in a PAGA settlement is strictly confined to PAGA penalties.

1. Factors in Evaluating a Representative PAGA Settlement.

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Sup. Ct.*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

[T]he strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental

³ “The [PAGA] does not create property rights or any other substantive rights” as “[i]t is simply a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies.” *See Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th 993, 1003 (2009).

participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive, and trial courts should tailor the factors to each case and give due regard to “what is otherwise a private consensual agreement between the parties.” *Id.* In the context of a PAGA settlement, the third and eighth factors (risk of maintaining class action status and reaction of class members to settlement) are inapplicable.

Because settlements inherently involve compromise, even a settlement providing for substantially narrower relief than might be obtained if the suit were successfully litigated can be reasonable because “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001) (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)). In addition, courts review the discovery process and information received through it to aid them in assessing whether the parties sufficiently developed the claims and their supporting factual bases before reaching settlement. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-31 (2009). Information is sufficient where it allows the parties and the court to form “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Clark v. Am. Residential Serv. LLC*, 175 Cal.App.4th 785, 801 (2009). This requirement exists so that the parties can provide the court with “a meaningful and substantiated explanation of the manner in which the factual and legal issues have been evaluated.” *Kullar*, 168 Cal.App.4th at 132.

a. The Strength of Plaintiff’s Case

Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example, with respect to Plaintiff’s claim that Certified Aviation utilized a timekeeping police/practice that resulted in a systematic underpayment of wages, Certified Aviation counters that its timekeeping policies/practice complied with California law and that it has always properly compensated Aggrieved Employees for all hours worked throughout the PAGA Period. Blakely Decl., ¶ 13. Certified Aviation further argues no pre-shift or post-shift work was actually being performed, and therefore, employees were paid for all hours actually worked. *Id.* Finally, Certified Aviation

1 also asserts that Plaintiff's unpaid wage claims are not suited for representative treatment, as its
2 timekeeping policies/practices are facially neutral and individualized inquiries would be
3 necessary as to whether employees were in fact underpaid or overpaid for each workday in
4 question (including whether they were actually working when they were clocked in). *Id.*

5 With respect to Plaintiff's meal period claims, Certified Aviation counters that it
6 maintained compliant written meal period policies throughout the PAGA Period and provided
7 compliant meal periods in line with those policies. Blakely Decl., ¶ 14. Certified Aviation further
8 contends that it always provided employees with the opportunity to take meal periods and is not
9 required to ensure that the meal periods are taken. *Id.*; see *Brinker Restaurant Corporation v.*
10 *Superior Court*, 53 Cal.4th 1004, 1034 (2012) (rejecting "ensure" standard). Thus, Certified
11 Aviation argues, any non-compliant meal periods were the result of lawful employee choice,
12 rather than any policy and/or practice of Certified Aviation. Blakely Decl., ¶ 14. Certified
13 Aviation also contends that it paid numerous meal period premiums during the PAGA Period. *Id.*
14 As for second meal periods, Certified Aviation asserts many employees chose to waive their
15 second meal periods on shifts over 10.0 hours but less than 12.0 hours, as they may do under
16 Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. *Id.*
17 Finally, Certified Aviation maintains Plaintiff's meal period claim is not suited for representative
18 treatment, since individual inquiries would be needed to assess which employees, if any, took
19 non-compliant or missed meal periods, how many meal periods were non-compliant or missed,
20 the reasons why a particular employee did not take a meal period on a particular shift, and (for
21 second meals) whether they waived the meal period. *Id.*

22 With respect to Plaintiff's rest period claim, Certified Aviation contends that it has
23 maintained and enforced compliant written rest period policies/practices and has always
24 authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or
25 major fraction thereof, as required under the Wage Order, and that any failure to take rest periods
26 was a result of employee choice rather than any Certified Aviation policy and/or practice. Blakely
27 Decl., ¶ 15. Certified Aviation further argues that Plaintiff's rest period claim is not amenable to
28 representative treatment, since individual inquiries would be required to determine which

1 employees failed to take rest periods, how many rest periods they failed to take, and the reasons
2 why each employee failed to take rest period(s) on a particular shift. *Id.* These manageability
3 concerns are especially present with respect to rest period claims, Certified Aviation argues, given
4 that rest periods are not, and need not, be recorded. *Id.*

5 With respect to Plaintiff's claim that Certified Aviation failed to reimburse Plaintiff and
6 other aggrieved employees for necessary business expenditures, Certified Aviation argues that
7 employees were not required to use their cellular phones for communication with supervisors,
8 and that employees preferred to use their own hand tools and earned a high enough wage that they
9 could be required to provide their own hand tools. Blakely Decl., ¶ 16. Certified Aviation further
10 contends that this claim would require individual inquiries into whether Aggrieved Employees
11 actually used their personal cellular phones or purchased hand tools for work purposes, how much
12 expense they incurred, whether they submitted a request for reimbursement, and the
13 reasonableness of that expense, thus precluding representative treatment. *Id.*; *see also*, e.g.,
14 *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007) ("In calculating the
15 reimbursement amount due under section 2802, the employer may consider not only the actual
16 expenses that the employee incurred, but also whether each of those expenses was 'necessary,'
17 which in turn depends on the reasonableness of the employee's choices").

18 As a result of Certified Aviation's alleged failure to pay all wages and all meal and rest
19 period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and
20 itemized wage statements. *See* Labor Code § 226(a); Blakely Decl., ¶ 17. In response, Certified
21 Aviation argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage
22 statement claims will also fail. *See Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011)
23 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail").
24 Certified Aviation also maintains that any "derivative" PAGA claims for violations of Labor Code
25 Sections 226 would be entirely duplicative and would be unlikely to be awarded in any significant
26 manner by a Court. Blakely Decl., ¶ 17.

27 Certified Aviation further maintains that even if the Court awarded PAGA penalties for
28 any of the alleged violations, it would substantially reduce the penalties based on the discretionary

factors in Labor Code § 2699(e)(2) (authorizing reduction in penalties “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”). Blakely Decl., ¶ 18. Indeed, Certified Aviation argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties because “Defendant took their obligations...seriously and attempted to comply with the law”); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK, 2011 WL 7563047 (C.D. Cal. Aug. 12, 2011) at *4 (reducing PAGA penalties by over 82%, in part because employer “not aware” of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA penalty of just \$5 per pay period where employer made “good faith attempts” to comply with the law).

While Plaintiff was prepared to litigate his claims through trial, Plaintiff faced substantial challenges in prevailing in this matter and obtaining a better result than will be provided through the Settlement. Thus, this factor supports approval.

b. Risk, Expense, Complexity, and Duration of Further Litigation

Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had much formal discovery to conduct if the case did not settle. Substantive motion work and trial preparation also remained for the Parties, as well as potential appeals. As a result, the Parties would likely incur considerably more attorneys’ fees and costs through trial and possible appeal. The Settlement avoids those risks and the accompanying expense.

c. Amount Offered in Settlement Given Realistic Value of Claims

The proposed Settlement provides a fair and reasonable monetary recovery for the State of California and Aggrieved Employees in the face of hotly disputed claims. Based on data provided by Certified Aviation, there were approximately 4,432 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Blakely Decl., ¶ 19; Settlement, § 4.1.

Labor Code § 2699(f)(2) provides for PAGA civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved

1 employee per pay period for each subsequent violation. *See* Labor Code § 2699(f)(2). However,
2 courts have interpreted section 2699(f)(2) to only impose the \$200 subsequent penalty after an
3 employer has been notified that its conduct violates the Labor Code. *See, e.g., Amaral v. Cintas*
4 *Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding “initial” violation rate applies until
5 employer is notified that it is violating a Labor Code provision); *Trang v. Turbine Engine*
6 *Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854, at *5 (C.D.
7 Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for
8 subsequent violations unless and until a court or commissioner notifies the employer that it is in
9 violation of the Labor Code”); *Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw*
10 *Transit Services, Inc.*, No. 05cv1199–IEG–CAB, 2009 WL 2448430, at *9 (S.D. Cal. 2009)
11 (finding that California law imposes the “subsequent violation penalty” only after an employer
12 has been notified its conduct violates the Labor Code). Therefore, assuming that Plaintiff could
13 prove at least one Labor Code violation in each pay period, Plaintiff calculated Certified
14 Aviation’s maximum PAGA exposure at \$443,200 (4,432 pay periods * \$100 per violation).
15 Blakely Decl., ¶ 19.

16 In light of Certified Aviation’s arguments and defenses described above, Plaintiff
17 discounted that figure by 20% for a risk of losing on the merits and/or not recovering a PAGA
18 penalty in each and every pay period, and by an additional 35% for risk of the Court reducing
19 penalties, to arrive at a realistic exposure of approximately \$230,464. Blakely Decl., ¶ 19; *see*
20 *also, e.g., Thurman*, 203 Cal.App.4th at 1136 (affirming reduction of PAGA penalties); *Fleming*,
21 2011 WL 7563047 at *5 (reducing PAGA penalties by over 82%); *Carrington*, 30 Cal.App.5th
22 at 529 (affirming PAGA civil penalty of just \$5 per pay period).

23 In the face of Certified Aviation’s defenses on the merits and the Court’s discretion to
24 reduce PAGA penalties, Plaintiff felt that the negotiated settlement of \$220,000.00, which
25 represents approximately 95% of Plaintiff’s reasonably forecasted total recovery, was clearly in
26 the best interests of the LWDA and the aggrieved employees and was well within the range of
27 reasonableness. Blakely Decl., ¶ 19; *See Linney v. Cellular Alaska Partnership*, 151 F.3d 1234,
28 1242 (9th Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the

1 potential recovery does not, in and of itself, mean that the proposed settlement is grossly
2 inadequate and should be disapproved.”) (internal quotations omitted).

3 Approval of the Settlement is appropriate, as the Settlement will provide tangible
4 monetary relief to Aggrieved Employees and the State of California while avoiding the risks and
5 costs of continued litigation and trial.

6 **d. Discovery Completed and the Status of Proceedings**

7 As noted, the parties engaged in substantial informal discovery to evaluate the value of
8 Plaintiff’s PAGA claim. Certified Aviation provided Plaintiff with, *inter alia*, a sampling of
9 timekeeping and payroll records for non-exempt employees, additional relevant data points, and
10 its relevant written policies and employee handbooks. Blakely Decl., ¶ 10. Only after engaging
11 in mediation and in adversarial discussions about the likelihood of proceeding on a representative
12 basis and prevailing on the merits, did the parties reach the proposed Settlement. Thus, this factor
13 supports settlement approval.

14 **e. The Experience and Views of Counsel**

15 “Parties represented by competent counsel are better positioned than courts to produce a
16 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enter. Sec.*
17 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Plaintiff is represented by experienced wage and hour
18 counsel with decades of combined experience, who believe this Settlement to be fair and adequate
19 for all involved. Blakely Decl., ¶¶ 2-6; Declaration of Paul K. Haines (“Haines Decl.”), ¶¶ 3-8;
20 Declaration of Joel M. Gordon (“Gordon Decl.”), ¶¶ 3-4. This factor strongly supports settlement
21 approval. *Kullar*, 168 Cal.App.4th at 130 (“The court undoubtedly should give considerable
22 weight to the competency and integrity of counsel and the involvement of a neutral mediator in
23 assuring itself that a settlement agreement represents an arm’s length transaction entered without
24 self-dealing or other potential misconduct”).

25 **B. The Requested Award of Attorneys’ Fees is Reasonable as a Percentage of the**
26 **Settlement Fund**

27 Plaintiff is entitled to attorneys’ fees in this PAGA action under Labor Code § 2699(g)(1),
28 which provides that “[a]ny employee who prevails in any [PAGA] action shall be entitled to an

award of reasonable attorneys’ fees and costs.” *See also Gouskos v. Aptos Village Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that attorneys’ fees to prevailing party are mandatory when the statute uses the word “shall”). It is undisputed that by obtaining PAGA penalties for the LWDA and Aggrieved Employees, Plaintiff has prevailed. *See Graciano v. Robinson Ford Sales*, 144 Cal.App.4th 140, 153 (2006) (“[P]laintiffs may be considered ‘prevailing parties’ for attorney’s fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.” (internal citation omitted)).

A fee award is justified where the legal action has produced its benefits by way of settlement. *See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Comty. for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff...for the benefit of all results in the creation or preservation of that fund, such plaintiff...may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh* (1982) 32 Cal.3d 621, 627 (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties’ unjust enrichment); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys’ fees more accurately reflects the results achieved for the putative class than the lodestar method and “establishes reasonable expectations on the part of Plaintiff” attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (“The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards counsel for success and penalizes it for failure.’”).

Fee awards of one-third of the settlement fund are routinely awarded in California courts in class and representative PAGA actions. The California Supreme Court confirmed its approval of the use of the “percentage of fund” method in *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 506 (2016), where it announced “the percentage of fund method survives in California class action cases...” Specifically, the *Laffitte* Court held:

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

5 *Id.*, at 503 (internal citation omitted). Indeed, “[F]ee awards in class actions average around one-
6 third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008); *see also*
7 *Chavez v. Saticoy Lemon Ass’n*, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015)
8 (approving attorneys’ fees of one-third of settlement fund in PAGA settlement); *Clavel v. Lupe’s*
9 *Thousand Oaks Mexican Restaurant, Inc.*, 2016 WL 1601223 (Ventura Cty. Super. Ct., Mar. 25,
10 2016) (same). This is also consistent with Plaintiff’s counsel’s experience in similar wage-and-
11 hour class and PAGA matters.

12 Here, Plaintiff’s fee request of one-third of the MSA (estimated to be \$73,333.33) which
13 is the same percentage approved by the California Supreme Court in *Laffitte*, is fair and reasonable
14 based on the percentage of the recovery method, as confirmed by a lodestar cross-check.

15 In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the
16 reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court
17 calculates counsel’s lodestar and determines whether the “lodestar multiplier” needed to bring the
18 lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-06. While
19 a trial court may utilize the lodestar cross-check, it need not do so. *Id.* at 506 (“[w]e hold further
20 that trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court
21 did here; they also retain the discretion to forgo a lodestar cross-check and use other means to
22 evaluate the reasonableness of a requested percentage fee.”).

23 Under the lodestar method, the court multiplies the number of hours reasonably expended
24 by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar
25 figure by a “multiplier” to account for a range of factors, such as the contingent nature of the case
26 and the degree of success achieved. *See Serrano v. Priest*, 20 Cal.3d 25, 48-49 (1977); *Ketchum*
27 *v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819,
28 834 (2001) (“There is no hard-and-fast rule limiting the factors that may justify an exercise of

judicial discretion to increase or decrease a lodestar calculation”).

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of approximately 12.8). In representative actions such as this one, where Plaintiff’s counsel efficiently protected the rights of the aggrieved employees and where the value of the benefit conferred to the group “can be monetized with a reasonable degree of certainty,” the Court may “adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009).

In this case, Plaintiff’s counsel has a lodestar of approximately \$96,762.50 without the use of any multiplier, resulting in a *negative* multiplier compared to the \$73,333.33 fee request. Blakely Decl., ¶ 23. Plaintiff’s counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff’s counsel has been approved at in other courts. Blakely Decl., ¶¶ 23-24; Exhibit 4 (*Laffey Matrix*).

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	8.4	\$7,140.00
Sean M. Blakely (15th Year Attorney)	\$750	55.2	\$41,400.00
Joel M. Gordon (10th Year Attorney)	\$650	67.7	\$44,005.00
Firm Paralegals	\$175	24.1	\$4,217.50
Total Lodestar			\$96,762.50

Critically, Plaintiff’s recovery for the State of California and Aggrieved Employees of approximately \$129,507.06 (Net Settlement Amount) significantly exceeds other PAGA awards approved by California courts. *See, e.g., Aguirre v. DSW, Inc.*, No. DCV-11-01522-GW (SPx), 2012 WL 11875296 at *3 (C.D. Cal. Nov. 29, 2012) (approving \$10,000 PAGA payment); *Jamil v. Workforce Res., LLC*, No. 18-CV-27 JLS (NLS), 2020 WL 6544660) at *6 (S.D. Cal. Nov. 5, 2020) (approving \$10,000 total PAGA payment, finding the amount “fair and adequate in view of the purposes and policies of PAGA”); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-cv-0324-

AWI-SKO, 2012 WL 5364575 at *7 (E.D. Cal. Oct. 31, 2012) (“approving \$10,000 total PAGA payment, finding that “[t]his comports with settlement approval of PAGA awards in other cases. [Citations.]”); *Boyd v. Bank of Am. Corp.*, No. SACV-13-0561-DOC (JPRx), 2014 WL 6473804 at *8 (C.D. Cal. Nov. 18, 2014) (approving \$18,750 PAGA payment); *Franco v. Ruiz Food Prods.*, No. 1:10-cv-02354-SKO, 2012 WL 5941801 at *14 (E.D. Cal. Nov. 27, 2012) (approving \$10,000 PAGA payment); *Chu v. Wells Fargo Inv., LLC*, 2011 WL 672645 at *1 (N.D. Cal. Feb. 16, 2011) (\$10,000 PAGA payment).

As discussed above, this case presented significant risks to Plaintiff. Plaintiff’s counsel conducted extensive research regarding the merits of Plaintiff’ claims, his ability to recover PAGA civil penalties, and Certified Aviation’s potential defenses. Blakely Decl., ¶¶ 13-18. Since undertaking representation of Plaintiff, Plaintiff’s counsel has dedicated substantial resources to this litigation without receiving any compensation to date. *Id.*, ¶ 22. Plaintiff’s counsel also performed extensive analysis of data and information produced by Certified Aviation, used this analysis to evaluate Plaintiff’ claims, and drafted a comprehensive mediation brief. *Id.*, ¶ 10. Plaintiff’s counsel attended a full-day mediation, and expended significant effort in preparing settlement documents, this Motion and supporting documents, and will oversee the settlement administration process. *Id.* Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff’s counsel was great. The quality of Plaintiff’ counsel’s work, and the efficacy and dedication with which it was performed, should be compensated. Thus, Plaintiff submits the requested fee award is fair, reasonable and adequate and should be approved.

Plaintiff’s counsel have over three decades of combined wage-and-hour class and representative action experience and have been certified as class counsel in numerous wage and hour class actions. Blakely Decl., ¶¶ 2-6; Haines Decl., ¶¶ 3-8; Gordon Decl., ¶¶ 3-4. Because it is reasonable to compensate counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Maximum Settlement Amount is reasonable. Other factors show the requested fee is reasonable. This case involved nuanced legal issues, including the legality of Certified Aviation’s timekeeping practices and obligations to “provide” meal periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations.

1 Blakely Decl., ¶ 21. Certified Aviation was also represented by experienced wage-and-hour
2 litigation counsel. *Id.* Thus, Plaintiff submits the requested fee award is fair, reasonable and
3 adequate and should be approved.

4 **C. The Requested Litigation Costs and Settlement Administration Costs Are**
5 **Fair, Reasonable, and Adequate**

6 Plaintiff's request for reimbursement of litigation costs of \$7,659.61 is also fair and
7 reasonable. All of Plaintiff's litigation costs are reasonably incurred. *See* Blakely Decl., ¶ 22,
8 Exhibit 3. Moreover, the costs Plaintiff seek are the types of costs routinely approved by courts.
9 *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-
10 of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, 2011
11 WL 825713 at * 3 (N.D. Cal. Mar. 7, 2011) ("costs of reproducing pleadings, motions and exhibits
12 are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of*
13 *Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-
14 59 (9th Cir. 2006) (legal research costs reimbursable); *In re Immune Response Sec. Litig.*, 497
15 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal
16 research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

17 Likewise, the request for administration costs of \$4,500.00 is also fair and reasonable.
18 Phoenix was selected because it is an experienced settlement administrator and returned a
19 reasonable bid. Blakely Decl., ¶ 20; *See* Settlement, § 1.14, 3.2.2.; *See also* Lawrence Decl. and
20 Exhibits. Moreover, Phoenix will perform several important functions that are integral to the
21 implementation of the Settlement. Blakely Decl., ¶ 20. Its requested fee is therefore reasonable.

22 **D. The Court Should Approve Plaintiff's Requested Enhancement Payment**
23 **Because It Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts**
24 **and the Risks He Assumed in This Litigation.**

25 Courts routinely approve enhancement awards to compensate named plaintiffs for the
26 services they provide and the risks they incur during representative litigation. *See, e.g., Bell v.*
27 *Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named
28 Plaintiff); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving

1 \$50,000 incentive payment). Here, Plaintiff seeks an Enhancement Payment of \$5,000.00. *See*
2 Settlement, § 3.2.3. This request is reasonable given Plaintiff's efforts in this case and the risks
3 he undertook on behalf of Aggrieved Employees. Ruiz Decl., ¶¶ 7-9. Plaintiff provided substantial
4 factual information and documents to counsel, assisted in identifying potential witnesses and
5 participated in numerous discussions with Plaintiff's counsel regarding the case. *Id.*; *see also*
6 Blakely Decl., ¶ 25. Accordingly, Plaintiff's requested Enhancement Payment is appropriate and
7 justified as part of the Settlement.

8 **V. CONCLUSION**

9 For the reasons stated herein, Plaintiff respectfully requests that this Court grant Plaintiff's
10 Motion and adopt the [Proposed] Judgment and Order Granting Settlement Approval submitted
11 concurrently herewith.

12
13 Dated: October 15, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

14 By: 
15 Sean M. Blakely
16 Attorneys for Plaintiff