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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JANA GARCIA, individually, on behalf of the aggrieved employees, and the State of California,

Plaintiff,

v.

LAKEVIEW LODGE, INC. dba LAKEVIEW LODGE OF REDWOOD CITY, INC.; and DOES 1 through 50,

Defendants.

Case No.: 24-CIV-04478

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date: December 8, 2026
Time: 2:00 p.m.
Dept.: 4

Action Filed: July 22, 2024
Judge: Hon. Nancy L. Fineman

[Filed concurrently with the Declaration of Arlo Garcia Uriarte and exhibits thereto]

NOTICE OF MOTION

TO EACH PARTY AND TO COUNSEL FOR EACH PARTY OF RECORD:

PLEASE TAKE NOTICE that on December 8, 2026 at 2:00 p.m., or as soon thereafter as counsel may be heard, in Department 4 of the above-entitled Court, Plaintiff Jana Garcia ("Plaintiff") will and hereby does move for an order granting approval of the PAGA representative action settlement reached between Plaintiff and Defendant Lakeview Lodge, Inc. regarding Plaintiff's claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698 et seq.

This renewed motion is brought following the Court's October 8, 2026 Order Denying Without Prejudice Plaintiff's Motion for Approval of PAGA Representative Action Settlement, and it is intended to address and cure each of the issues identified in that Order.

This motion will be made and based upon: (1) this notice of motion; (2) the memorandum of points and authorities in support thereof; (3) the Declaration of Arlo Garcia Uriarte and the exhibits attached thereto, all of which are filed and served concurrently herewith; (4) the records, pleadings, and papers on file in this action; and (5) such other matters as may be presented at the time of hearing on this motion.

Dated: October 29, 2026

LIBERATION LAW GROUP, P.C.

By: _____
Arlo Garcia Uriarte
Attorneys for Plaintiff JANA GARCIA

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Labor Code section 2699(l)(2), Plaintiff Jana Garcia ("Plaintiff") renews her request for approval of a $220,000 non-reversionary PAGA representative action settlement reached between Plaintiff and Defendant Lakeview Lodge, Inc. ("Defendant" or "Lakeview"). This settlement resolves Plaintiff's representative claim for civil penalties under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), on behalf of the State of California and the aggrieved employees. Plaintiff's individual claims are resolved separately through an individual settlement agreement, and the PAGA Agreement is intended to resolve only the Released PAGA Claims. [Agreement section B.3; Uriarte Dec. ¶ 4.]

The Court heard Plaintiff's original approval motion on September 8, 2026, and, by Order dated October 8, 2026, denied the motion without prejudice. [Uriarte Dec. ¶ 3 and Exhibit F.] The Court identified three areas in which the record was insufficient to allow approval: (1) threshold statutory requirements, namely proof that the complaint and the proposed settlement had been submitted to the Labor and Workforce Development Agency ("LWDA") and a proposed notice to the aggrieved employees submitted for the Court's review; (2) the need for further explanation of Plaintiff's separate individual settlement of $40,000 and any potential conflict between Plaintiff and the aggrieved employees, including when, why, and how that individual settlement was reached; and (3) the need for a more complete evidentiary record to support the required attorneys' fee cross-check, including justification for pre-litigation investigation tasks, evidence of reasonable local market hourly rates in San Mateo County, and the delegation of work among attorneys of varying seniority. [Uriarte Dec. ¶ 3 and Exhibit F.] This renewed motion squarely addresses and cures each of these issues, as set forth below and in the supporting Declaration of Arlo Garcia Uriarte and its exhibits.

The settlement involves approximately 22 aggrieved employees and approximately 941 pay periods during the PAGA Period, which runs from May 18, 2023 through February 21, 2026. [Agreement sections A.4, A.20, C.3.] The Gross Settlement Amount is $220,000, all-

inclusive and non-reversionary. [Agreement section A.10.] The Agreement does not require aggrieved employees to submit claims; instead, each aggrieved employee will automatically receive an Individual PAGA Payment from the 25 percent employee share of the Net PAGA Settlement Amount, calculated on a pro rata basis according to the pay periods worked during the PAGA Period. [Agreement section C.2(a).] Plaintiff will request the following deductions from the Gross Settlement Amount: (1) attorneys' fees in the amount of $73,326.00, representing 33.33 percent of the Gross Settlement Amount; (2) litigation costs in the amount of $13,680.45; and (3) settlement administration costs not to exceed $2,250.00. [Agreement sections A.2, A.18, C.7; Uriarte Dec. ¶¶ 2, 15.]

After these deductions, the estimated Net PAGA Settlement Amount is $130,743.55. Seventy-five percent of that amount, approximately $98,057.66, will be paid to the LWDA, and twenty-five percent, approximately $32,685.89, will be distributed to aggrieved employees. [Agreement sections A.16, A.19, C.2(a).] Based on current estimates, aggrieved employees are expected to receive approximately $1,485.72 each on average, a substantial average recovery for a PAGA-only settlement. The settlement is fair, reasonable, and adequate in view of PAGA's purposes, and Plaintiff respectfully requests that the Court grant approval. See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.

II. FACTUAL BACKGROUND AND PROCEDURAL POSTURE

Defendant operates an assisted living and memory care facility in Redwood City, California. Plaintiff Jana Garcia worked for Defendant from July 2022 through November 9, 2023 as a Medication Technician. In that role, Plaintiff provided hands-on care and support to residents, including preparing and administering medications, assisting with medical and daily living needs, responding to resident requests, and performing other non-supervisory duties necessary for the facility's operations. [Complaint ¶ 12.]

Plaintiff alleges that Defendant failed to pay her and other aggrieved employees for all hours worked, including overtime, because Defendant paid employees a fixed amount regardless of actual hours worked. [Complaint ¶¶ 13, 53.] Plaintiff further alleges that Defendant failed to provide compliant meal and rest periods, issued inaccurate wage

statements, failed to timely pay all wages due upon separation, and terminated Plaintiff after she complained about being underpaid. [Complaint ¶¶ 14-19.]

Plaintiff submitted her notice of Labor Code violations to the LWDA and Defendant on May 3, 2024. [Complaint ¶ 55.] Because Plaintiff's LWDA notice was submitted before the June 19, 2024 effective cutoff for the 2024 PAGA amendments, this action is governed by the pre-amendment version of PAGA. Lab. Code, section 2699, subd. (v)(2). After the statutory waiting period expired, Plaintiff filed this action on July 22, 2024, asserting claims for failure to pay all hours worked (including overtime), failure to authorize and permit meal and rest periods, inaccurate wage statements, waiting time penalties, wrongful termination in violation of public policy, civil penalties under PAGA, and unfair competition under Business and Professions Code sections 17200 et seq. [Complaint ¶¶ 20-66; Agreement section B.2.]

Before mediation, PAGA Counsel investigated the claims and analyzed Defendant's asserted defenses. [Uriarte Dec. ¶ 5.] Defendant produced informal discovery, including Plaintiff's personnel records, timekeeping and payroll data, and aggregate information regarding the size and pay periods of the aggrieved employee group. PAGA Counsel reviewed these materials, interviewed Plaintiff, and evaluated Defendant's pay practices and timekeeping records. [Agreement section B.5; Uriarte Dec. ¶ 5.] The parties then engaged in arm's-length negotiations overseen by mediator Steve Pearl. [Uriarte Dec. ¶ 6.] The mediation concluded on or about February 21, 2026, followed by additional negotiations that resulted in the proposed $220,000 non-reversionary PAGA settlement now before the Court. [Agreement section B.6.] Plaintiff's individual claims are being resolved separately for a total individual recovery of $40,000.00, inclusive of attorneys' fees and litigation costs allocated to Plaintiff's individual claims. [Agreement section B.3; Uriarte Dec. ¶ 4.]

Plaintiff filed her original motion for approval, which came on for hearing before the Honorable Nancy L. Fineman on September 8, 2026. [Uriarte Dec. ¶ 3 and Exhibit F.] By Order dated October 8, 2026, the Court denied the motion without prejudice, finding that it could not determine on the then-existing record that the settlement was fair, reasonable, and adequate, and identifying the three categories of deficiencies described above. [Uriarte Dec. ¶ 3

and Exhibit F.] Since that Order, Plaintiff has submitted the complaint to the LWDA, supplemented the evidentiary record regarding Plaintiff's individual settlement and the fee cross-check, and now presents this renewed motion to cure each identified issue. [Uriarte Dec. ¶¶ 8-16 and Exhibits C, D, E.]

III. SETTLEMENT TERMS

The parties have agreed to a $220,000 all-inclusive, non-reversionary PAGA settlement. [Agreement section A.10.] Defendant will fund the Gross Settlement Amount within thirty days after service of the Court's order approving the settlement. [Agreement section C.5.] The parties request approval of Phoenix Settlement Administrators as the settlement administrator. Phoenix was selected after the parties obtained three settlement administration bids from Phoenix Settlement Administrators, CPT Group, Inc., and Simpluris, Inc., and its administration costs will not exceed $2,250.00. Neither Plaintiff's counsel nor counsel's firm has any financial or managerial interest in Phoenix Settlement Administrators. [Agreement sections A.2, A.24; Uriarte Dec. ¶ 7.]

Plaintiff requests the following deductions from the Gross Settlement Amount: (1) attorneys' fees in the amount of $73,326.00, representing 33.33 percent of the Gross Settlement Amount; (2) reimbursement of PAGA litigation costs in the amount of $13,680.45; and (3) settlement administration costs not to exceed $2,250.00. [Agreement sections A.2, A.18, C.7; Uriarte Dec. ¶¶ 2, 15.]

After these deductions, the estimated Net PAGA Settlement Amount is $130,743.55. Seventy-five percent of the Net PAGA Settlement Amount, approximately $98,057.66, will be paid to the LWDA. The remaining twenty-five percent, approximately $32,685.89, will be distributed to aggrieved employees. [Agreement sections A.16, A.19, C.2(a).] Individual PAGA Payments will be calculated on a pro rata basis according to each aggrieved employee's pay periods worked during the PAGA Period, and every aggrieved employee will be credited at least one pay period. [Agreement section C.2(a).]

Aggrieved employees will not need to submit claims to receive payment. The Settlement Administrator will calculate and distribute Individual PAGA Payments under the

formula set forth in the Agreement. [Agreement sections A.11, C.2(a).] A brief, neutral explanatory note, approved as to form and content by the parties and subject to the Court's approval, will accompany each Individual PAGA Payment check and will explain that the payment represents a settlement of civil penalties under PAGA. [Agreement section C.2(b).] Aggrieved employees will have 180 days from issuance to cash their checks. Any funds from uncashed checks will be distributed to La Raza Centro Legal as the cy pres recipient pursuant to Code of Civil Procedure section 384, with no reversion to Defendant. [Agreement section C.4.] Neither Plaintiff's counsel nor counsel's firm has any financial or managerial interest in La Raza Centro Legal. [Uriarte Dec. ¶ 8.]

In exchange for the settlement consideration, Plaintiff, the State of California, and all aggrieved employees will release civil penalty claims against the Released Parties for PAGA claims alleged or that could have been alleged based on the factual allegations described in the Complaint or LWDA notice during the PAGA Period. [Agreement section D.3.] The release is limited to PAGA civil penalties and does not impose a general release on aggrieved employees. Id. Plaintiff is not seeking any enhancement or service award from the settlement fund.

IV. LEGAL ANALYSIS

A. Standard for PAGA Settlement Approval

PAGA authorizes aggrieved employees to stand in the shoes of the State and seek civil penalties for Labor Code violations on its behalf and on behalf of affected workers. Lab. Code, section 2699, subd. (a); *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. PAGA serves a fundamentally public purpose: "to augment the limited enforcement capability of the LWDA by empowering employees to enforce the Labor Code as representatives of the Agency." Id. at 383. Because of this deputized enforcement role, a judgment or court-approved settlement in a PAGA action binds all aggrieved employees, but only with respect to the civil penalty claims brought on the State's behalf. Id. at 381.

"The superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA, and "[t]he proposed settlement shall be submitted to the [LWDA] at the same time that it is submitted to the court." Lab. Code, section 2699, subd. (l)(2). This review

ensures "that any negotiated resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549. "Aside from the requirement that the court 'review and approve' a settlement in a civil action filed under PAGA [citation], PAGA itself does not provide a standard for this review and approval in the majority of PAGA cases." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75, disapproved on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664. In *Moniz*, the court held "that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." Id. at 77.

Any negotiated resolution may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529; *see also Lopez v. Friant & Assocs., LLC* (2017) 15 Cal.App.5th 773, 787 (recognizing the trial court's discretion to reduce PAGA penalties). A court "may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Lab. Code, section 2699, subd. (e)(2); *Amaral, supra,* 163 Cal.App.4th at 1213.

B. <u>The Settlement Satisfies PAGA's Threshold Statutory Requirements, and Plaintiff Has Cured the Deficiencies Identified in the Court's Prior Order</u>

In its October 8, 2026 Order, the Court found that the record did not establish compliance with PAGA's threshold statutory requirements, including proof of submission of the settlement agreement or the initial complaint to the LWDA, as required by Labor Code section 2699, subdivisions (s)(1) and (s)(2), and did not include a proposed notice to the aggrieved employees for the Court's review and approval. [Uriarte Dec. ¶ 3 and Exhibit F.] Plaintiff has cured both deficiencies.

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i. Submission of the Complaint and the Proposed Settlement to the LWDA

On September 21, 2026, Plaintiff submitted the Complaint in this action to the LWDA through the agency's online submission portal, and the DIR PAGA Unit issued a written confirmation acknowledging receipt of the Court Complaint on that date. [Uriarte Dec. ¶¶ 9-10 and Exhibits D, E.] The LWDA's public case detail for this matter (Case No. LWDA-CM-1026160-24) likewise reflects both the submission of Plaintiff's PAGA Notice on May 3, 2024 and the submission of the Court Complaint on September 21, 2026. [Uriarte Dec. ¶ 9 and Exhibit D.] These records establish that Plaintiff has provided both the PAGA notice and the operative Complaint to the LWDA. [Uriarte Dec. ¶¶ 9-10.]

Concurrent with the filing of this renewed motion, Plaintiff is submitting this motion and the proposed PAGA settlement to the LWDA at the same time they are submitted to the Court, as required by Labor Code section 2699, subdivision (l)(2), and a proof of service confirming that submission will be filed promptly. [Uriarte Dec. ¶ 16.] Together, these submissions satisfy the threshold requirement that the complaint and the proposed settlement be provided to the LWDA. Lab. Code, section 2699, subds. (l)(2), (s)(1), (s)(2).

ii. Notice to the Aggrieved Employees

This is a PAGA-only settlement of civil penalty claims. It is not a class settlement, it does not release the individual wage claims of aggrieved employees other than Plaintiff, and it does not require aggrieved employees to submit claim forms. [Agreement sections C.2(a), D.3.] Because payment is automatic and calculated on a pro rata basis, the only communication to aggrieved employees is a brief, neutral explanatory note that will accompany each settlement check, explaining that the payment represents a settlement of civil penalties under PAGA. [Agreement section C.2(b).] To address the Court's prior concern Plaintiff submits the proposed notice attached as Exhibit I to the Uriarte Declaration for the Court's review and approval. [Uriarte Dec. ¶ 34 & Ex. I]. Any funds represented by checks that remain uncashed after 180 days will be paid to the cy pres recipient, La Raza Centro Legal, pursuant to Code of Civil Procedure section 384, with no reversion to Defendant. [Agreement section C.4.]

C. Plaintiff's Rationale for Accepting this PAGA Settlement

Plaintiff evaluated the settlement by comparing the $220,000 Gross Settlement Amount to the potential PAGA penalties at issue, while accounting for the evidence reviewed, Defendant's asserted defenses, the relatively small size of the aggrieved employee group, and the litigation risks that would remain if the case proceeded. [Uriarte Dec. ¶ 12.]

i. Core Claims Considered

Plaintiff's settlement analysis focused on two primary categories of alleged violations: (1) unpaid wage and overtime violations arising from Defendant's alleged fixed-rate pay practices and disputed compensable time; and (2) meal and rest period violations arising from alleged late, short, missed, or unavailable breaks. Plaintiff also considered wage statement violations flowing from those alleged underlying violations, as well as waiting time penalties for separated employees. [Uriarte Dec. ¶ 12.]

As to unpaid wages and overtime, Plaintiff alleged that she typically worked from approximately 6:30 a.m. until 6:30 p.m. or 7:00 p.m., but was not paid for all hours worked, and that Defendant's wage-and-hour policies and practices affected other non-exempt employees. [Complaint ¶¶ 12-13, 53.] PAGA Counsel's review of the timekeeping and payroll records supported including unpaid straight-time and overtime penalties in the settlement analysis. [Uriarte Dec. ¶ 13.] As to meal and rest periods, Plaintiff alleged that meal periods were often provided too late, after her sixth hour of work, or were shorter than thirty minutes, and that Defendant did not have a practice of providing rest periods because of heavy work assignments and understaffing. [Complaint ¶¶ 14-15.] These alleged break violations also supported wage statement exposure, and Plaintiff further alleged that Defendant failed to pay all compensation owed at separation. [Complaint ¶¶ 16-19.]

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ii. Risks Considered

Although Plaintiff believes the claims have substantial merit, Defendant denied liability and disputed that Plaintiff could prove uniform violations across the full PAGA Period. [Agreement section B.4; Uriarte Dec. ¶ 14.] Continued litigation would require additional discovery, witness testimony, further analysis of timekeeping and payroll records, and a trial plan capable of proving representative PAGA violations across the aggrieved employee group. [Uriarte Dec. ¶ 14.] A central risk concerned Plaintiff's ability to prove representative violations across the entire PAGA Period, because the records reflected different practices during different parts of that period, and Defendant maintained that later-period records reflected improved compliance after its managing director implemented changes in or around June 2024, including moving away from the challenged daily-rate system and paying employees based on actual hours worked. [Uriarte Dec. ¶¶ 13-14.] Defendant also disputed whether all alleged break or split-shift time was compensable, on-duty time rather than bona fide off-duty time. [Uriarte Dec. ¶ 13.] Separately, Plaintiff considered the Court's discretion to reduce PAGA penalties even if liability were established, where the maximum award would be unjust, arbitrary, oppressive, or confiscatory. Lab. Code, section 2699, subd. (e)(2); *Amaral, supra,* 163 Cal.App.4th at 1213; *Lopez, supra,* 15 Cal.App.5th at 787. Given that discretion, Defendant's defenses, the later-period changes reflected in the records, the relatively small workforce, and the cost and delay of continued litigation, Plaintiff determined that the $220,000 non-reversionary settlement provides a fair and reasonable resolution for the LWDA and aggrieved employees. [Uriarte Dec. ¶ 14.]

iii. Penalties Evaluation

For settlement-evaluation purposes, PAGA Counsel used Defendant's represented total of approximately 941 pay periods during the PAGA Period and applied a $100 per-pay-period benchmark to each of the five principal penalty categories evaluated. [Uriarte Dec. ¶ 15.] Labor Code section 2699, subdivision (f)(2)(A) provides for a civil penalty of $100 for each aggrieved employee per pay period where the employer employs one or more employees and

no other civil penalty is specifically provided. Using that framework, PAGA Counsel estimated the following penalty figures:

Penalty Category	Pay Periods	Penalty Rate	Estimated Penalties
Unpaid straight-time wages	941	$100	$94,100
Unpaid overtime	941	$100	$94,100
Meal period violations	941	$100	$94,100
Rest period violations	941	$100	$94,100
Wage statement violations	941	$100	$94,100
Total			**$470,500**

This framework produces an estimated penalty figure of approximately $470,500. The $220,000 Gross Settlement Amount represents approximately 46.8 percent of that amount, a very strong percentage recovery given Defendant's defenses, the changed practices reflected in later-period records, the risks of proving uniform violations across the full PAGA Period, and the Court's discretion to reduce penalties. [Uriarte Dec. ¶ 15.] Plaintiff also alleged waiting time penalties, but that category would add only limited PAGA exposure, because even assuming all approximately 22 aggrieved employees were separated employees, a separate $100 waiting-time penalty category would add only approximately $2,200. [Uriarte Dec. ¶ 15.] This recovery compares favorably to PAGA settlements that courts in comparable matters have approved as fair and reasonable at single-digit and low-double-digit percentages of estimated exposure. See, e.g., *Carrington, supra,* 30 Cal.App.5th at 529.

D. <u>Plaintiff's Separate Individual Settlement Does Not Create a Conflict with the Aggrieved Employees</u>

In its prior Order, the Court observed that Plaintiff settled her individual case for $40,000 and requested further detail explaining the disparity between Plaintiff's individual settlement and the recovery to aggrieved employees, including when, why, and how Plaintiff's individual settlement was reached. [Uriarte Dec. ¶ 3 and Exhibit F.] Plaintiff addresses that concern directly.

When. Plaintiff's individual settlement was reached in connection with the same arm's-length mediation process overseen by mediator Steve Pearl that produced the PAGA settlement, and was documented in a separate individual settlement agreement. The mediation concluded on or about February 21, 2026, and was followed by additional negotiations.

Ms. Garcia received her settlement disbursement already. Meaning, her settlement was not conditioned on PAGA approval. The merits of her case were discussed separately. She approved her settlement without regard for the PAGA negotiations that continued separately. [Agreement sections B.3, B.6; Uriarte Dec. ¶¶ 4, 6.]

Why. The individual settlement resolves Plaintiff's own, personal claims, which are distinct from the representative PAGA civil penalty claims resolved by the Agreement. In addition to the representative PAGA claims, Plaintiff asserted individual claims for unpaid wages, statutory penalties, and wrongful termination in violation of public policy arising from her allegation that Defendant terminated her after she complained about being underpaid. [Agreement section B.3; Complaint ¶¶ 16-19.] Those individual claims, and in particular the individual wrongful-termination claim, are personal to Plaintiff and are not shared by the aggrieved employees, whose recovery under the Agreement is limited to their pro rata share of PAGA civil penalties. [Uriarte Dec. ¶ 4.] The $40,000 individual recovery is also inclusive of the attorneys' fees and litigation costs allocated to Plaintiff's individual claims, so it does not represent a net individual windfall. [Agreement section B.3; Uriarte Dec. ¶ 4.]

How. Because the individual claims and the representative PAGA claims are legally distinct and carry different measures of exposure, each was valued and negotiated separately through the same mediation process, with the PAGA settlement resolving only the Released PAGA Claims. [Agreement sections A.22, B.3, D.3; Uriarte Dec. ¶ 4.] There is no conflict between Plaintiff and the aggrieved employees. Plaintiff receives her pro rata PAGA share on the same per-pay-period basis as every other aggrieved employee, and she seeks no enhancement or service award from the settlement fund. [Agreement section C.2(a); Uriarte Dec. ¶ 4.] The separate resolution of Plaintiff's individual claims therefore does not reduce the recovery available to the aggrieved employees or the LWDA, and the Net PAGA Settlement

Amount is distributed entirely in accordance with the statutory 75/25 allocation. Lab. Code, section 2699, subd. (i). Her entitlement to the individual settlement was not conditioned on the approval of the PAGA claim. [Uriarte Dec. ¶ 4.] The record thus confirms that Plaintiff adequately represented the State's interests and the interests of the aggrieved employees. The result for a PAGA settlement here is quite impressive. See *Moniz, supra,* 72 Cal.App.5th at 77; *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 538.

E. <u>The Requested Attorneys' Fees and Costs Are Reasonable</u>

i. <u>Legal Standard for Attorneys' Fee Awards in Representative Actions</u>

PAGA allows a prevailing plaintiff to recover attorneys' fees and costs. Lab. Code, section 2699, subd. (g). Courts also recognize that when counsel's efforts create a common fund or substantial benefit for others, counsel may recover a reasonable fee from the fund created. *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Serrano v. Priest* (1977) 20 Cal.3d 25, 38. In *Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, the California Supreme Court approved the percentage-of-the-fund method for awarding fees from a common fund and recognized that courts may use a lodestar cross-check to confirm reasonableness. Id. at 503-506. *Laffitte* affirmed a fee award equal to one-third of the fund, supported by a 2.13 lodestar multiplier. Id. at 487, 506.

In performing the lodestar cross-check, the reasonable hourly rate is "that prevailing in the community for similar work," and "[t]he relevant 'community' is generally based on where the services are rendered, i.e., where the court is located," subject to deviation where justified by the circumstances. *Tidrick v. FCA US LLC* (2025) 112 Cal.App.5th 1147, 1157. The cross-check is performed by multiplying the hours reasonably expended by the reasonable prevailing hourly rate. Id. at 1158.

ii. <u>The Requested Fees Are Reasonable Under a Lodestar Cross-Check Supported by Local Market Rates, Task-Level Detail, and Appropriate Delegation</u>

Plaintiff requests an attorneys' fee award of $73,326.00, representing 33.33 percent of the $220,000 Gross Settlement Amount. [Agreement sections A.18, C.7.] The request is

reasonable in light of the result achieved, including a $220,000 non-reversionary settlement, an estimated $98,057.66 payment to the LWDA, and an estimated average recovery of approximately $1,485.72 for each aggrieved employee. [Agreement sections A.10, A.16, A.19, C.2(a).] To address the Court's prior Order, Plaintiff supplements the record with a task-level accounting of counsel's time, evidence that counsel's rates are consistent with prevailing local market rates, and an explanation of how the work was delegated among timekeepers of varying seniority.

Task-level detail and the pre-litigation investigation. Counsel and the firm's team expended a combined 156.1 hours on this matter, which are reflected by task category in the Table of Hours Worked attached as Exhibit C. [Uriarte Dec. ¶¶ 15, 17-18 and Exhibit C.] Those hours break down across six categories: pre-litigation investigation (23.8 hours); complaint drafting and answer review (14.3 hours); case management (15.6 hours); informal information exchange (41.3 hours); mediation, negotiations, and agreements (44.9 hours); and the approval motion (16.2 hours). [Uriarte Dec. ¶ 18 and Exhibit C.] The 23.8 hours of pre-litigation investigation were reasonably and necessarily incurred to interview Plaintiff regarding her employment and Defendant's pay practices, gather and review her available employment and pay records, research and evaluate the potential Labor Code violations, and prepare and submit Plaintiff's PAGA notice to the LWDA and Defendant, which is a statutory prerequisite to filing suit. [Uriarte Dec. ¶ 18.] This pre-filing work was essential to developing the representative claims later resolved by the settlement.

Reasonable local market hourly rates. Counsel's hourly rates are $800 for Arlo Garcia Uriarte, the firm's founding and managing attorney with more than twenty years of wage-and-hour and representative-action experience; $400 for Nick Aguilar, a supervised associate attorney; $280 for Luiseth Contreras, a legal assistant; and $300 for Kristoffer Solomon, the firm's data analyst. [Uriarte Dec. ¶¶ 19-24 and Exhibit C.] These rates are consistent with the rates prevailing in the relevant legal community for attorneys and support staff performing comparable wage-and-hour representative work. *Tidrick, supra,* 112 Cal.App.5th at 1157. That these rates are reasonable in the San Francisco Bay Area legal community, including San

Mateo County, is confirmed by recent orders approving comparable PAGA settlements in neighboring counties. In *Alvarez v. CEC Entertainment, LLC* (Santa Clara County Superior Court, Case No. 23CV409445) [Uriarte Dec ¶24 and Exhibit G], the court approved a one-third fee and a lodestar based on hourly rates ranging from $625 to $1,050, a range that brackets and exceeds counsel's lead rate here. [Uriarte Dec. ¶24 and Exhibit G.] In *Zhi Huang v. Hutchinson Motors, Inc.* (Contra Costa County Superior Court, Case No. C23-01698) [Uriarte Dec ¶24 and Exhibit H], the court likewise approved a one-third fee as fair and reasonable in a PAGA-only settlement. [Uriarte Dec. ¶ 24 and Exhibit H.]

Appropriate delegation among timekeepers of varying seniority. The Table of Hours Worked also demonstrates that work was delegated to the lowest-cost timekeeper appropriate for each task. [Uriarte Dec. ¶ 18 and Exhibit C.] Mr. Uriarte, the most senior and highest-rate timekeeper, concentrated his 54.1 hours on strategy, mediation and negotiations (14.2 hours), case management, and supervision, rather than on routine tasks. Mr. Aguilar, the supervised associate billed at half Mr. Uriarte's rate, performed the bulk of the drafting-intensive work, including complaint drafting, mediation preparation (25.2 hours), and preparation of the approval motion (11.8 hours). Ms. Contreras, the firm's legal assistant and the lowest-rate timekeeper, handled intake and case-management support (a combined 28 hours). And Mr. Solomon, the firm's data analyst, performed the data-intensive informal information exchange work, devoting all 16.5 of his hours to analyzing Defendant's timekeeping, payroll, and pay-period data. [Uriarte Dec. ¶ 18 and Exhibit C.] This allocation confirms that the lodestar was not inflated by over-staffing or by assigning routine work to senior timekeepers.

The lodestar cross-check confirms reasonableness. Applying each timekeeper's rate to the hours worked yields a total lodestar of $79,070.00. [Uriarte Dec. ¶ 15 and Exhibit C.] The requested $73,326.00 fee is below counsel's lodestar and reflects a negative multiplier of approximately 0.93, well within, and more conservative than, the multipliers routinely approved in representative actions. See *Laffitte, supra,* 1 Cal.5th at 487, 506 (affirming one-third fee supported by a 2.13 multiplier). The requested fee is therefore reasonable under both the percentage-of-the-fund method and the lodestar cross-check.

iii. The Requested Costs Are Reasonable

Plaintiff also requests reimbursement of PAGA litigation costs in the amount of $13,680.45, which is within the $15,000.00 cap set by the Agreement and is supported by an itemized cost accounting attached as Exhibit B. [Agreement section A.18; Uriarte Dec. ¶ 2 and Exhibit B.] These costs were reasonably incurred in the prosecution and resolution of the PAGA claims and consist principally of the mediation fee ($11,875.00), court and filing fees, a complex case fee, service and messenger charges, legal research, and related litigation expenses. [Uriarte Dec. ¶ 2 and Exhibit B.] Plaintiff submits that the requested fees and costs are reasonable and should be approved.

V. NOTICE TO THE LWDA

Concurrent with the filing of this renewed motion, Plaintiff is submitting this motion and the proposed PAGA settlement to the LWDA, at the same time they are submitted to the Court, as required by Labor Code section 2699, subdivision (l)(2). [Uriarte Dec. ¶ 16.] In addition, and to cure the deficiency identified in the Court's October 8, 2026 Order, Plaintiff has already submitted the Complaint in this action to the LWDA, and the agency's DIR PAGA Unit confirmed receipt on September 21, 2026. [Uriarte Dec. ¶¶ 9-10 and Exhibits D, E.] A proof of service confirming submission of this motion and the proposed settlement to the LWDA will be filed promptly. [Uriarte Dec. ¶ 16.]

VI. CONCLUSION AND REQUEST FOR APPROVAL

For the foregoing reasons, and having cured each of the issues identified in the Court's October 8, 2026 Order, Plaintiff respectfully requests that the Court grant this renewed motion and approve the PAGA representative action settlement as fair, reasonable, and adequate in view of PAGA's purposes. Plaintiff further requests that the Court approve the requested deductions from the Gross Settlement Amount for attorneys' fees, litigation costs, and settlement administration costs, approve the form of the neutral explanatory note to accompany the settlement payments, and enter an order permitting the settlement to be funded and distributed to the LWDA and the aggrieved employees in accordance with the Agreement.

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Dated: October 29, 2026

Respectfully submitted,



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