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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

KRISTIAN DODSON, on behalf of herself and other aggrieved employees,

Plaintiff,

vs.

LA MIRADA POST ACUTE LLC, a California Limited Liability Company; SUN MAR REHABILITATION SERVICES, LLC, a California Limited Liability Company; SUN MAR MANAGEMENT SERVICES, a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV11019
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Richard L. Fruin
Department 307

REPRESENTATIVE ACTION

MEMORANDUM OF POINTS AND AUTHORTIES IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT

Date:	November 17, 2026
Time:	9:15 a.m.
Dept:	307
Judge:	Hon. Richard L. Fruin
Reservation:	014615751961
Complaint filed:	May 1, 2024
Trial date:	Not Set

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I. INTRODUCTION

Plaintiff seeks approval of a $225,000 non-reversionary Private Attorneys' General Act ("PAGA") settlement with La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, and Sun Mar Management Services ("La Mirada" or "Defendants"), based on the alleged failure to provide non-exempt nurses and therapists with: wages for time worked off-the-clock, including if interrupted during meal periods and after clocking out, and when completing required daily charting; legally compliant off-duty meal and rest periods or premium wages; accurate wage statements; and all final wages, for the period May 5, 2023 to June 25, 2026. Declaration of Jeff Geraci, ("Geraci Decl."), ¶9.

Settlement was reached after several years of contentious litigation, an all-day session with experienced PAGA wage and hour mediator Allison Eckstrom, Esq. It achieves PAGA's goals of enforcing the Labor Code, protecting employees, and collecting civil penalties for the State. The settlement is consistent with PAGA's purpose and procedures.

II. PARTIES AND AGGRIEVED EMPLOYEES

Defendants have owned and managed the 142-bed Sunny Hills Post-Acute skilled nursing facility in La Mirada, California since 2022. Plaintiff Kristian Dodson worked as an LVN Charge Nurse at Sunny Hills from August 2023 to December 2023. Geraci Decl. ¶10.

Aggrieved employees are all current and former non-exempt patient care employees, including nurses, (RN, LVN, CNA, RNA) and therapists (PT, OTR, COTA, PT Aid). La Mirada's records show 518 potentially aggrieved employees, (356 former), worked 10,687 pay periods. Geraci Decl. ¶11; SA, ¶1.4.

III. FACTUAL BACKGROUND

The nurses and therapists in this action provide patient care and, in some situations, must do so until treatment is complete. This ranges from a CNA answering a patient's call light, a physical therapist working with a patient, or an RN administering medication. They must also maintain accurate, contemporaneous records, which meet legal requirements for patient care and billing. Plaintiff and others surveyed reported the need, at times, of continuing patient care, or charting duties, while not clocked in, during meals and after clocking out. Geraci Decl. ¶12.

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IV. PROCEDURAL BACKGROUND

Plaintiff requested documents pre-litigation, including arbitration agreements, none were produced, a Class complaint was filed, and later amended to include PAGA. When an arbitration agreement was later produced, Plaintiff dismissed class claims, and the motion to compel arbitration of PAGA claims by in-house counsel was denied. Geraci Decl. ¶13.

Defendants substituted counsel in mid-March 2025. The Parties agreed on a Privacy Notice for contact information. Discovery was contentious, with multiple meet and confer efforts. Eventually policies and records were obtained and mediation scheduled. For mediation, Defendants provided all time records from May 5, 2023 to October 2, 2025, and a random sample of wage statement data from May 5, 2023 to October 31, 2025. Geraci Decl. ¶14.

Defendants defended vigorously and were represented by counsel experienced in class and PAGA defense, including its in-house counsel, and outside counsel Elizabeth Martin and Megan Childress of O'Hagan Meyer LLP, their partners and associates. Geraci Decl. ¶15.

V. PLAINTIFF'S CONTENTIONS AND LA MIRADA'S DEFENSES

Plaintiff's primary contention was nurses and therapists are assigned large, challenging caseloads, and patient needs come before compliant rest and meal periods, and the duty to maintain accurate, contemporaneous patient care records required charting sometimes be completed off the clock. Geraci Decl. ¶16.

La Mirada responded, accurately, it had long-standing written policies, forbidding off-the-clock work and instructing staff how to handle patient needs. La Mirada also pointed to its compliant meal and rest policies, requiring all breaks be taken, and when not possible, how to record that and be paid meal period premium, as many aggrieved employees were. Plaintiff had no evidence of a request for a premium being made and not paid, or of an employee being retaliated against for requesting a premium. Geraci Decl. ¶17.

Plaintiff's consultant analyzed La Mirada's data and determined there were less than 10% "facial violations" in all shifts, that is, time record entries which showed a meal was late, short, or missed. La Mirada correctly argued even those did not represent actual violations, as an employee could choose to leave later for a meal, or return early. Geraci Decl. ¶18.

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VI. DISCOVERY, INVESTIGATION, AND MEDIATION

Plaintiff obtained policies and documents through investigation and formal discovery. For mediation, representative random samples of time and pay data were produced, representing over 75% of PAGA period data. Plaintiff's economic consultant analyzed 300,000 lines of data and 11,000 wage statements and prepared a penalty model for the PAGA period. Geraci Decl. ¶19. Plaintiff also conducted a mediation survey, and obtained responses on relevant issues that informed valuation and settlement decisions. *Id.* at ¶20.

On June 25, 2026, the Parties mediated a full-day with Allison Eckstrom and accepted a mediator's proposal on July 8, 2026, and then negotiated the Agreement presented. Geraci Decl. ¶21, Exh. 1, PAGA Settlement Agreement ("Settlement Agreement" or "SA").

VII. SUMMARY OF PROPOSED SETTLEMENT

The Agreement provides for distribution as follows, subject to Court approval:

PAGA Penalties	$225,000.00
Settlement Administration	$ 5,500.00
Service Payment	$ 10,000.00
Attorneys' Fees	$ 75,000.00
Attorneys' Litigation Costs	$ 18,963.00
Total	$115,537.00

PAGA penalties are paid 75% ($86,652.75) to the LWDA and 25% ($28,884.25) to Aggrieved Employees based on number of PAGA Pay Periods worked. The estimated 518 Aggrieved Employees may receive an estimated average $56 ($28,884.25/518 = $56). Geraci Decl. ¶¶22, 23. Attorneys' fees are allocated 60% to Cohelan Khoury & Singer and 40% to Hekmat Law Group with Plaintiff's written consent. Geraci Decl. ¶24; Declaration of Joseph M. Hekmat, ("Hekmat Decl."), ¶10.

If pay periods increase by more than 5%, at Defendants' option, (a) GSA will increase by the percentage above 5%, or (b) the PAGA Period will end on the date cumulative pay periods equal 11,221 (5% increase). SA, ¶8; Geraci Decl. ¶25.

A. Scope of Release

Aggrieved Employees release "all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in Plaintiff's May 1, 2024

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LWDA notice and the Operative Complaint that are alleged to have occurred during the PAGA Period; namely: (1) failure to pay all wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; and (5) failure to timely pay final wages. All claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices and Operative Complaint." SA, ¶5.2.

A PAGA "judgment [ ] is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." *Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009). Aggrieved employees need not be given notice, cannot opt out or object, and are bound by the judgment as to civil penalties only. *Id*. at 987.

B. Settlement Administration

La Mirada will provide contact information to the agreed-upon third-party Claims Administrator, Phoenix Settlement Administrators ("Phoenix"), who will mail PAGA Settlement Members a cover letter, basis for the payment, and a check. Declaration of Michael Moore, ("Phoenix Decl."), ¶16, Exh. A (Firm Profile), Exh. B (Administration Bid); Geraci Decl. ¶26, Exh. 3 - Cover Letter.

Phoenix will perform all services necessary to locate addresses, calculate, issue and mail Individual PAGA Payments and the LWDA Payment, each check will remain valid for not less than 180 days, and Phoenix will conduct an address search and re-mail any checks returned undelivered. For any check that remains uncashed after the void date, the Administrator will forward the funds represented by that check to the cy pres recipient, the State Bar Justice Gap Fund, a charitable fund managed by the State Bar of California to provide free civil legal services to low-income Californians. Phoenix Decl. ¶16, Exh. B; SA ¶¶ 4.3.1, 4.3.3; Geraci Decl. ¶27.

VIII. PAGA'S PURPOSE AND PROCEDURE

A. PAGA Actions are Brought on Behalf of the State of California

PAGA was enacted after a 2004 budget shortfall led to insufficient LWDA resources to enforce the Labor Code and was intended to ensure more vigorous enforcement of employment laws. *Tseng v. Nordstrom, Inc*., 2016 U.S. Dist. LEXIS 176790, *13-14 (C.D. Cal. 2016).

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"[T]he purpose of PAGA is to incentivize private parties to recover civil penalties for the government . . . Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." *Tseng, supra*, at *13. "The primary purpose of PAGA is to ensure compliance with the law; restitution is not the object of a PAGA action." *Franco v. Athens Disposal Co., Inc*., 171 Cal.App.4th 1277, 1300 (2009).

PAGA deputizes private attorneys general to enforce the Labor Code. *Brown v. Ralphs Grocery Co*., 197 Cal.App.4th 489 (2011). "By deputizing aggrieved employees, the [ ] Legislature intended to create incentives for non-governmental actors to enforce the law in a growing labor market that could not be effectively controlled by public agents." *Tseng*, at *13.

A plaintiff brings a PAGA claim not as an individual claim, but as a "proxy or agent of the state's labor law enforcement agencies." *Arias, supra*, at 986; *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348, 380 (2015). "[A] PAGA action is a dispute between an employer and the State agency." *Montano v. The Wet Seal Retail, Inc*., 232 Cal.App.4th 1214, 1222 (2015). "[T]he government is always the real party in interest," and a PAGA plaintiff represents "the same legal right and interest as state labor law enforcement agencies." *Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty*., 234 Cal.App.4th 1109, 1119 (2015).

IX. THE SETTLEMENT IS REASONABLE AND SHOULD BE APPROVED

A. Class Action Standards Do Not Govern Approval of PAGA Settlements

Proposed PAGA settlements are submitted simultaneously to the LWDA to allow Agency comment and notice was provided here. Geraci Decl. ¶44, Exh. 5. Courts "review and approve any penalties sought" with discretion to lower 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." Labor Code § 2699(l)(2).

"Because state law enforcement agencies are the 'real parties in interest' for PAGA claims, the Court's task in reviewing the settlement is to ensure that the state's interest in enforcing the law is upheld," however "PAGA does not establish a standard for evaluating PAGA settlements." *Ramirez v. Benito Valley Farms, LLC*, 2017 U.S. Dist. LEXIS 137272, *6-8 (N.D. Cal. 2017).

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A trial court has discretion to approve a class action settlement based on established factors, including "the 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 participant, and the reaction of the class members to the proposed settlement." *Kullar v. Foot Locker Retail, Inc.,* 168 Cal. App. 4th 116, 128 (2008). When a settlement meets this standard, class notice is ordered, and a second hearing held to finally decide its fairness. Rules of Court, 3.769(c)-(f).

PAGA settlements are not obliged to "satisfy class action requirements," for approval. *Arias, supra*, at 980-988; *Baumann v. Chase Inv. Servs. Corp*., 747 F.3d 1117, 1121 (9th Cir. 2014). There is no requirement, nor mechanism, for two-step PAGA settlement approval. "Unnamed employees need not be given notice of the PAGA claim." *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774, *13 (N.D. Cal. April 2, 2010).

Courts find it appropriate to "approve a settlement of PAGA claims upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA, and (2) are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals." *Salazar v. Sysco Cent. Cal., Inc.*, 2017 U.S. Dist. LEXIS 14971, *6 (E.D. Cal. February 2, 2017).

B. The Settlement Satisfies PAGA's Purpose and the State's Interest

"A PAGA action is at heart a civil enforcement action filed on behalf of and for the benefit of the state, not a claim for class relief." *Baumann, supra,* at 1124. Courts focus not on the amount employees receive, but on whether the settlement achieves PAGA's objectives.

The proposed Settlement accomplishes PAGA's objective of "deterring noncompliance" with the Labor Code, protecting workers from "unlawful conditions," and protecting compliant employers "'from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards.'" *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1133 (2016).

The Settlement enforces the law; collects penalties; recovers $87,000 for the State for enforcement and education; and distributes funds to aggrieved employees.

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C. The Settlement Recognizes the Risks of Litigation

PAGA claims are decided by judges, not juries. *LaFace v. Ralphs Grocery Co.,* 75 Cal.App. 5th 388, 400 (2022). The Court decides liability and penalties, and may reduce penalties almost completely, as long as not to "zero." *Thurman v. Bayshore Transit Management, Inc.,* 203 Cal. App. 4th 1112, 1135 (2012). The requirement of a single trier of the facts and the law, with the discretion to dramatically reduce penalties, adds greater risk to a PAGA trial with fewer opportunities for appellate relief.

Plaintiff's primary claim was that aggrieved employees' attention to patient demands prevented compliant breaks and led to off-the-clock work. Plaintiff was forced to concede La Mirada had compliant policies at all times, distributed and enforced them, and at many times when compliant breaks were not possible, paid meal period premiums. While Plaintiff believed she had strong arguments, Plaintiff also had to concede, if La Mirada's evidence and arguments were accepted, liability could not be shown for the entire group of aggrieved employees, or even for a limited group, and, if shown, penalties could be severely reduced. Plaintiff's counsel considered the risks of further dispositive motions, trial, appeal and, if successful, the risk the trial or appellate court would reduce penalties. Geraci Decl. ¶¶16, 28.

D. The Settlement is Fair, Reasonable, and Adequate

PAGA penalties of $100 for each aggrieved employee per pay period may be recovered. Section 2699(f)(2). *Gunther v. Alaska Airlines, Inc*., 72 Cal. App. 5th 334, 356 (2021). ($200 subsequent violation rate not assessed unless defendant on notice by LWDA).

PAGA penalties were evaluated for the violations alleged: wages (§1194); meal/rest breaks (§226.7); wage statements (§ 226); final wages (§203), for 10,687 pay periods.

Wages. It was estimated off the clock work might be shown in 50% of the pay periods, based on the difficulty generally of proving such work, Defendant's compliant policies, and survey responses, for maximum exposure of $534,350. (10,687 x 50% = 5,343.5 x $100). Given that $100 per pay period exceeded the value of the one hour per week of off the clock work reported by some, difficulty proving such work, the Court's discretion to reduce penalties, and maximum penalty exposure was reduced by 50%, for realistic exposure of **$267,175**.

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Meal Periods. Based on the analysis of time data, violations were assumed in 10% of pay periods for maximum exposure of $106,900 (1,069 pp x $100). This was reduced by 25% for the reasons stated above, for realistic exposure of **$80,175**.

Rest Periods. With two rest periods per average shift, it was assumed the violation rate was roughly twice as much as for meal periods and violations were assumed in 20% of pay periods for maximum exposure of $213,740 (2,137.4 pp x $100). This was reduced by 25% for the reasons stated above, for realistic exposure of **$160,305**. Arguably, rest period exposure should be reduced further given the lack of records and difficulty of proving these violations.

Wage Statements. Violations were assumed in 50% of pay periods, based on the 50% assumption for work off-the-clock, for maximum exposure of $534,350 (5,343.5 pp x $100). This was reduced by 50% for the reasons stated above, for realistic exposure of **$267,175**.

Final Wages. It was assumed all former 356 former employees would be awarded a penalty for maximum exposure of **$35,600**.

Maximum exposure was found to be $1,424,940 and realistic exposure **$810,430.** Geraci Decl. ¶¶29, 30.

The proposed $225,000 settlement represents nearly 28% of the realistic penalty exposure ($225,000/$810,430 = .277), and nearly 16% of maximum exposure for the primary claim. ($225,000/$1,424,940 = .158). The settlement is reasonable, fulfills PAGA's purpose and provides support to the LWDA for education and enforcement. Geraci Decl. ¶31.

Settlement was reached after extensive formal and informal discovery, review and analysis of all relevant policies, retention of an economic consultant, analysis of time data, and years of litigation. Taking all factors into consideration, Plaintiff's Counsel concluded the settlement is more than "fair, reasonable, and adequate," and avoids the risk, after extended litigation, there could be little or no recovery. Geraci Decl. ¶32.

X. ATTORNEYS' FEES ARE REASONABLE AND SHOULD BE AWARDED

Plaintiff's Counsel requests $75,000 in attorneys' fees, one-third of the Gross Settlement Amount, and $18,963 in litigation costs. Counsel expended 147.9 hours, a $120,582.50 lodestar. Geraci Decl. ¶¶33, 43; Hekmat Decl. ¶15.

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PAGA provides for recovery of attorneys' fees. § 2699(g). It does not provide a standard for evaluating fees, but class action decisions may be used. Whether considered a percentage of a common fund, or lodestar with a multiplier, the fee request is reasonable and should be awarded.

A. The Results Achieved Support the Fee Request

The most important factor to consider in granting a fee award is the success obtained. *In re Heritage Bond Litig. v. U.S. Trust Co. of Tex., N.A.*, No. 02-ML-1475 (RCx), 2005 U.S. Dist. LEXIS 13627, *27 (C.D. Cal. June 10, 2005) (citing *Hensley v. Eckerhart,* 461 U.S. 424 (1983)). In the face of the uncertainties of continued litigation, and La Mirada's vigorous defense, there is no question the results achieved are excellent.

B. A Fee Award Based on a Percentage of the Common Fund is Appropriate

The California Supreme Court recognized it is appropriate to award attorneys' fees based on a percentage of the total value of benefits obtained, also known as the "common fund" method. *Laffitte v. Robert Half International, Inc*., 1 Cal.5th 480, 503 (2016); *Serrano v. Priest,* 20 Cal.3d 25, 34 (1977) (*Serrano III); Vincent v. Hughes Air West, Inc*., 557 F.2d 759, 769 (9th Cir. 1977).

"[T]he lodestar method is not necessarily utilized in common fund cases." *Lealao v. Beneficial California, Inc.,* 82 Cal.App.4th 19, 27(2000); *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1808 (1996).

A common fund fee award is especially appropriate here as it spreads fees among all fund beneficiaries; aligns incentives between counsel, the State and aggrieved employees; better approximates market conditions in a contingency case; and encourages counsel to seek settlement and avoid unnecessarily prolonging litigation using judicial and party resources, delay in correcting alleged unlawful practices, and delay in compensation. *Laffitte, supra,* at 503.

With the guiding principle that early settlements are favored and may not diminish an award of attorneys' fees, the request should be granted, based on the risks and complexities of prosecuting the action, contingent nature of any fee, Counsel's experience in handling cases of this type, fees commonly awarded in these cases, and fulfilling PAGA's purpose by recovering over $100,000 for the State's use in education and enforcement.

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Counsel undertook representation at their own expense, with compensation wholly contingent upon providing a benefit. The State and aggrieved employees will benefit from the Settlement, and the Court may award a percentage of the common fund as attorneys' fees.

C. One-Third of the Total Settlement is a Reasonable Fee

Studies of class action fee awards have found the median common fund fee award is approximately one-third of the total settlement fund. See, e.g., *Chavez v. Netflix, Inc*., 162 Cal. App. 4th 43, 66, n.11 (2008) (studies show "fee awards in class actions average around one-third of the recovery."); Reagan W. Silber and Frank E. Goodrich, Common Funds and Common Problems: Fee Objections and Class Counsel's Response, 17 Rev. Litig. 525, 546 (1998); T. Willging, L. Hooper and R. Niemic, Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules, 90 (1996) (class litigation fees "were generally in the traditional range of approximately one-third of the total settlement").

Plaintiff's request is in the lower range of fee awards which commonly range from 25% to 50% of a common fund. This is fair compensation for undertaking complex, risky, expensive, and litigation on a contingent basis for over two and a half years, and for excellent results achieved for the State and aggrieved employees. Geraci Decl. ¶34.

Some California courts have found 33% of a common fund is the "benchmark". *Smith v. CRST Van Expedited, Inc.*, No. 10-CV-1116-IEG (WMC), (S.D. Cal. Jan. 14, 2013) 2013 U.S. Dist. LEXIS 6049, *14 ("These percentages compare favorably with" the California (33%) benchmark.). The fee request is less than awards in similar cases, consistent with market rates, and less than Plaintiff's Counsel have typically been awarded in numerous class and PAGA actions, including federal court. Geraci Decl. ¶¶35, 36.

D. Although Not Required, a Lodestar Cross-Check Shows the Fee is Reasonable

Counsel seek attorneys' fees based on percentage of the recovery, not lodestar. "[T]he lodestar method is not necessarily utilized in common fund cases." *Lealao v. Beneficial California, Inc.,* 82 Cal.App.4th 19, 27 (2000). Percentage fees may be cross-checked with lodestars, but many courts decline to. *Glass v. UBS Fin. Servs.*, No. C-06-4068 MMC, 2007 U.S. Dist. LEXIS 8476, *49 (N.D. Cal. Jan. 26, 2007) ("no need to conduct a lodestar cross-check").

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A cross-check is not a "full-blown lodestar inquiry," does not entail "mathematical precision nor bean-counting," and is "a less exhaustive cataloguing and review of counsel's hours." *Barbosa v. Cargill Meat Solutions Corp*., 297 F.R.D. 431, 451 (E.D. Cal. July 2, 2013).

A lodestar multiplies hours reasonably expended by reasonable hourly rates. *Serrano, supra,* at 48. Reasonable rates are prevailing rates of attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler,* 22 Cal. 4th 1084, 1095 (2000).

Use of the lodestar method supports the fee request here and would actually result in a negative multiplier. ($75,000/$120,582 = 0.622, a 37.80% reduction.) Geraci Decl. ¶37.

E. Counsel's Hourly Rates Are Reasonable

Counsel is entitled to rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Ketchum v. Moses,* 24 Cal.4th 1122, 1133 (2001). Courts may consider an attorney's skill and experience, nature of the work performed, relevant area of expertise, and customary billing rates. *Flannery v. California Highway Patrol,* 61 Cal. App. 4th 629, 632 (1998). Prior awards of counsel's rates are strong evidence of reasonableness. *Margolin v. Regional Planning Commission,* 134 Cal.App.3d 999, 1005 (1982).

Counsel's skill and experience support their hourly rates and have been approved by many California courts. Geraci Decl. ¶¶2-8, 36; Hekmat Decl. ¶¶3-9. Cohelan Khoury & Singer's practice is limited to class and representative actions for employees and consumers and it has been appointed Class Counsel in over 300 such cases. Geraci Decl. ¶¶6, 8, 36, 41. As leading attorneys in the field, Plaintiff's counsel monitors prevailing market rates and sets rates to follow attorneys of comparable skill and experience. Other Class and Representative Counsel before California courts charge comparable if not higher rates. Geraci Decl. ¶42, Exh. 4 – Laffey Matrix.

F. Counsel's Total Hours are Reasonable

Hours billed by counsel are reasonable if, "at the time rendered, [they] would have been undertaken by a reasonable and prudent lawyer to advance or protect his client's interest." *Moore v. Jas. H. Matthews & Co.,* 682 F.2d 830, 839 (9th Cir. 1982) (reasonable hours determined by profession's judgment of time that may be conscionably billed, not least time in which work might theoretically be done).

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G. Counsel's Litigation Expenses Are Reasonable

Counsel seeks reimbursement of actual costs of $18,963. These costs were reasonable and necessary to prosecute this case. Geraci Decl. ¶43; Hekmat Decl. ¶15.

XI. SERVICE PAYMENT AND SETTLEMENT OF INDIVIDUAL CLAIMS

Service awards "are fairly typical in class action[s]," "to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action." *Cellphone Termination Fee Cases,* 186 Cal.App.4th 1380, 1394 (2010).

"Modern society seems increasingly to expose men to . . . group injuries for which individually they are in a poor position to seek legal redress … If each is left to assert his rights alone if and when he can, there will at best be a random and fragmentary enforcement, if there is any at all." *Vasquez v. Superior Court,* 4 Cal. 3d 800, 807 (1971).

Enforcement of laws protecting California employees would be "random and fragmentary," or non-existent, if no one was willing to come forward and spend time to work on behalf of others, and perhaps most importantly, take risks those others do not bear.

Although not specifically provided for by PAGA, trial courts routinely award service payments to PAGA representatives using standards similar to class actions or treat them as individual settlements since, among aggrieved employees, only Plaintiff releases all claims.

Plaintiff devoted time and energy and accepted risks to represent the State and fellow employees. Declaration of Kristian Dodson ¶¶2, 5-9, 14-15. The results achieved by Plaintiff's willingness to put her name on the lawsuit, the risks she accepted by doing that, her service, and release of all claims, all justify an award.

XII. CONCLUSION

Plaintiff respectfully requests the Court approve the Settlement.

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HEKMAT LAW GROUP, P.C.

Dated: October 12, 2026

By: _____
Jeff Geraci
Counsel for Plaintiff Kristian Dodson

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