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Raymundo Ramirez, et al.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO

RAYMUNDO RAMIREZ, et al., Plaintiffs, v. CALIFORNIA COMMERCIAL SOLAR, INC., et al. Defendants.	NO. 24CECG04326 PLAINTIFFS' NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ADAM ROSE; PROPOSED ORDER Date: April 21, 2026 Time: 3:30 p.m. Dept: 502

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that on April 21, 2026 at 3:30 p.m. or as soon thereafter as may be heard in Department 502 of the Fresno County Superior Court located at 1130 O Street, Fresno, CA 93721, plaintiffs Raymundo and Leonard Ramirez will move the court pursuant to Labor Code section 2699(s)(2) to approve the proposed PAGA settlement.

The motion is based on this notice, the memorandum of points and authorities, the declaration of Adam Rose, pleadings on file, and arguments at the hearing.

Date: December 29, 2025

FRONTIER LAW CENTER

/s/ Adam Rose
Attorney for Plaintiffs
Raymundo Ramirez, et al.

MEMORANDUM OF POINTS AND AUTHORITIES

1. Introduction

Plaintiffs Raymundo Ramirez ("Raymundo") and Leonard Ramirez ("Leonard") worked performing solar installations for defendant California Commercial Solar, Inc. ("Cal Com"). Raymundo worked from November 2021 to February 2024. Leonard worked from January 12, 2021 to mid-2024. A summary of the claims follows below.

A PAGA letter was sent Cal Com on June 30, 2024. The case was filed on October 4, 2024. Thereafter, the parties agreed to go to mediation and the case settled in principle on September 16, 2024 after a mediation with employment law mediator Jefferey Owensby of Judicate West.

The settlement encompasses both individual wage and hour claims (of both Plaintiffs) and the PAGA cause of action.

2. Summary of Settlement Terms

The gross settlement is $75,000. The delineation is the following:

a. Individual settlement for Raymundo Ramirez for $15,000

b. Individual settlement for Leonard Ramirez for $15,000

c. Attorney fees of $26,250

d. Attorney costs up to $6,000

e. Settlement administration up to $2,750

f. PAGA allocation of $10,000 (75% to LWDA and 25% to aggrieved employees)

With 62 aggrieved employees, the average amount to each aggrieved employee would be $2,500 ÷ 62 ≈ $40.

3. The PAGA Allegations

The PAGA allegations relate to the following: a) minimum wage violations, 2) overtime violations, 3) meal break violations, 4) rest break violations, 5) wage statement violations, and 6) waiting time penalties. For the minimum wage and overtime violations, the allegation is that the aggrieved employees would have to work beyond their scheduled shifts.

For the missed meal and rest break violations, the allegation is that the aggrieved employees were required to work through the breaks.

For the derivative wage statement violations, the allegation is the wage statements did not list the off the clock work and missed breaks on the wage statements.

For the waiting time penalty violations, the allegation is the wages for the off the clock work and missed breaks were still owed for the aggrieved employees who stopped working.

There are 62 aggrieved employees for the PAGA settlement period of June 30, 2023 to September 2025.

4. Summary of Maximum Liability

Cal Com pointed out that it settled a class/PAGA case on October 19, 2018 that led to a significant amelioration of workplace practices. Given that background, Cal Com had strong defenses to the PAGA allegations.

Notwithstanding, the settlement includes the settlement and release of Plaintiffs' discrete individual claims. However, the PAGA penalties are the subject of this motion.

The data produced for mediation comprised the entirety of Plaintiffs' personnel files and a list of current and former employees for the PAGA period. The extrapolated workweek count for the PAGA period is 1,500. Thus, the maximum PAGA exposure, using the initial penalty amount as the guideline basis, is the following:

Unpaid wage (off the clock) violations – 1,500 x $100 (Labor Code 1197.1) = $150,000

Missed meal break violations – 1,500 pay periods x $50 (Labor Code 558) = $75,000

Missed rest break violations – 1,500 pay periods x $100 (Labor Code 2699) = $150,000

Wage statement violations – 1,500 pay periods x $100 (Labor Code 2699) = $150,000

Waiting time violations – 24 former employees x $100 (Labor Code 2699) = $24,000

Total Maximum PAGA liability = $549,000

5. Discussion of Risks and Adjusted Liability

The primary risk is that the off-the-clock and missed breaks could be limited to Plaintiffs' personal experiences. Further, there was no evidence that Cal Com did anything to impede taking breaks so any argument that meal and rest breaks were not compliant would come to he said/she said testimony. Finally, there was no documentary evidence of off-the-clock work.

The corresponding risk for the derivative wage statement and waiting time penalties is that there could be a finding there was no willfulness, as explained by the Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

On at least two occasions in 2025, Cal Com also engaged in large layoffs relating to the company's profits/losses. While these layoffs were not related to any employment law issues, they did reduce the potential exposure by reducing possible violations during the PAGA period and made it more difficult to prove some or all of the employment law issues in this case.

Moreover, Cal Com's financial position makes recovery speculative. Additionally, Cal Com contends it has a good faith defense to offset PAGA penalties based on taking steps to comply with the Labor Code since the October 19, 2018 class/PAGA settlement, including conducting periodic payroll audits, distributing and enforcing written policies, providing training on Labor Code and Wage Order requirements, providing training and coaching for supervisors, and disciplining employees who violated policies.

Thus the penalty exposure should be reduced to 15% of the maximum amount, or a more realistic amount of $137,250.

6. <u>The Settlement is in the Range of Reasonableness and is Fair, Reasonable, and Adequate</u>

The PAGA settlement of $10,000 is 1.8% of the maximum PAGA exposure and 7.2% of the more realistic PAGA exposure. Pursuant to *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, the settlement is fair, adequate, and reasonable, and it furthers the goals of PAGA pursuant to *O'Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1132–35.

It follows that the PAGA settlement is within the range of reasonableness. (See, e.g., *Smith v. Kaiser Found. Hosps*., 2020 WL 5064282, at *17 (S.D. Cal. Aug. 26, 2020) (finding that PAGA award that was 2.4% of maximum estimated value of PAGA claims was not "unfair, inadequate, or unreasonable given the risks of continued litigation"); *Gilmore v. McMillan-Hendryx Inc*., 2022

WL 184004, at *4 (E.D. Cal. Jan. 20, 2022) (PAGA award of 4.2% of the maximum estimated value of PAGA claims and 2.3% of the total settlement amount was 'not unreasonable and weighs in favor of settlement"); *Merante v. Am. Inst. for Foreign Study, Inc.*, 2022 WL 2918896, at *6 (N.D. Cal. July 25, 2022) (PAGA award of between 0.27% and 2% of the maximum estimated value of PAGA claims was small but "within the range of reasonableness").

7. <u>Plaintiff's Counsel's Request for Attorney Fees and Costs is Reasonable</u>

Although there is no requirement to seek approval of attorney fees for individual settlements, the agreement with Cal Com includes both individual claim and the PAGA claim. Plaintiffs' attorneys seek 35% of the gross settlement for attorney fees. Attorney fees as a portion of the common fund are routinely approved. (See *Lafitte v. Robert Half Int'l, Inc*. (2016) 1 Cal.5th 480, 488.) The request for attorney fees is substantiated by the monetary benefits that will be conferred, as well as the uncertainty and risks if the case did not settle. Plaintiffs emphasize that common fund settlements are essential for the continued prosecution of cases, and the ability of law firms to represent low-wage workers on contingency who are not able to afford paying attorneys. (See, e.g., *Fleury v. Richemont N. Am., Inc*. (N.D. Cal. Apr. 14, 2009) 2009 WL 10100514, at *3.)

Further, Plaintiffs' attorneys are requesting up to $6,000 for costs. The supporting declaration supports the above.

8. <u>The Court is Authorized to Approve the Settlement</u>

Pursuant to Labor Code section 2699, subdivision (s)(2), the superior court shall review and approve any settlement of any civil action filed pursuant to PAGA.

The general guideline for a PAGA settlement is that it is fundamentally fair, reasonable, and adequate with respect to the public policies underlying PAGA. (*Cotter v. Lyft, Inc*. (N.D. Cal. 2016) 176 F.Supp.3d 930, 931.) The purpose of PAGA has been fulfilled, since it is arguably undisputed that Cal Com is now fully aware of the requirements of the Wage Orders to provide meal and rest breaks and to pay for all work.

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Thus, pursuant to the arguments above and the concurrently filed declaration of Adam Rose that attaches the settlement agreement, Plaintiffs respectfully request the court to grant the motion to approve the PAGA settlement.

Date: December 29, 2025

FRONTIER LAW CENTER

/s/ Adam Rose
Attorney for Plaintiffs
Raymundo Ramirez, et al.