

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
MICHAEL JONES (SBN 312831)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ELIZABETH ARTEAGA, on behalf of
members of the general public similarly
situated;

Plaintiff,

v.

JEWISH FAMILY SERVICE OF SAN
DIEGO, a California nonprofit corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 24CU013219C

Assigned for All Purposes to:
Honorable Marcella O. McLaughlin
Department C-72

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Elizabeth Arteaga);
and [Proposed] Order filed concurrently
herewith]

Hearing Date: September 3, 2027
Hearing Time: 9:30 a.m.
Hearing Place: Department C-72

Complaint Filed: September 25, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on September 3, 2027 at 9:30 a.m. or as soon as thereafter
2 as the matter may be heard, before the Honorable Marcella O. McLaughlin C-72 of the San Diego
3 County Superior Court located at 330 West Broadway San Diego, California 92101, Plaintiff
4 Elizabeth Arteaga (“Plaintiff”) will and hereby does move for entry of an order and judgment
5 approving the Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”)
6 that was entered between Plaintiff and Defendant Jewish Family Service of San Diego
7 (“Defendant”), attached as **Exhibit 2** to the Declaration of Douglas Han.

8 This motion is based upon this notice of motion and motion; Declaration of Plaintiff’s
9 Counsel (Douglas Han) and Declaration of Plaintiff (Elizabeth Arteaga) in support thereof;
10 Proposed Order approving the Settlement Agreement; pleadings and other records on file with the
11 Court in this matter; and such evidence and oral argument as may be presented at the hearing.

12
13 Dated: September 29, 2026

JUSTICE LAW CORPORATION

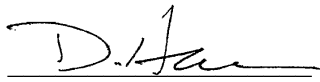
14 By: 
15 Douglas Han
16 Attorneys for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	INTRODUCTION	9
II.	PROCEDURAL HISTORY	9
III.	SUMMARY OF THE SETTLEMENT TERMS.....	9
A.	Allocation of the Gross Settlement Amount.....	9
B.	Distribution of the PAGA Penalties Fund	10
C.	The Scope of the Release.....	10
D.	No Right to Object to or Opt Out of the Settlement.....	11
IV.	STANDARD FOR APPROVAL OF PAGA SETTLEMENT.....	11
V.	THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED.....	13
A.	The Factors Giving Rise to a Presumption of Fairness Exist.....	13
B.	The Relative Strength of the PAGA Claim and Range of Possible Outcomes	13
C.	The Settlement Avoids Risky, Complex, and Lengthy Litigation	15
D.	The Settlement is Fair, Adequate, and Reasonable	15
E.	Experience and Views of Plaintiff’s Counsel Favor Settlement Approval	16
VI.	APPROVAL OF THE PLAINTIFF’S COUNSEL FEES PAYMENT.....	16
A.	A Fee Award of Percentage of the Entire Fund is Appropriate.....	16
B.	The Plaintiff’s Counsel Fees Payment is Reasonable Based on the Factors Considered	17
1.	The Results Obtained.....	18
2.	The Risks Taken	19
3.	The Difficulty of the Litigation	19
4.	The Skill Displayed and Quality of Work	20
C.	The Lodestar Methodology Justifies the Plaintiff’s Counsel Fees Payment	21
1.	The Work Performed for a Reasonable Number of Hours	21
2.	The Hourly Rates are Reasonable	22
VII.	THE PLAINTIFF’S COUNSEL LITIGATION EXPENSES PAYMENT SHOULD BE APPROVED.....	22

VIII. THE SERVICE PAYMENT SHOULD BE APPROVED	22
IX. THE ADMINISTRATION EXPENSES PAYMENT SHOULD BE APPROVED	24
X. CONCLUSION	24

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.</i>	
(2009) 46 Cal.4th 993	11
<i>Arias v. Sup. Ct.</i>	
(2009) 46 Cal.4th 969	10, 11, 12
<i>Bell v. Farmers Ins. Exch.</i>	
(2004) 115 Cal.App.4th 715	22
<i>Bernstein v. Virgin Am., Inc.</i>	
(9th Cir. 2021) 3 F.4th 1127	13
<i>Boyd v. Bechtel Corp.</i>	
(N.D. Cal. 1979) 485 F.Supp.610	13
<i>Camden I Condo. Ass’n, Inc., v. Dunkel</i>	
(11th Cir. 1991) 946 F.2d 768	18
<i>Casida v. Sears Holdings Corp.</i>	
(E.D. Cal. Jan. 26, 2012) 2012 WL 253217	12
<i>Cates v. Chiang</i>	
(2013) 213 Cal.App.4th 791	19
<i>Clark v. Am. Residential Servs., LLC</i>	
(2009) 175 Cal.App.4th 785	23
<i>Class Plaintiffs v. City of Seattle</i>	
(9th Cir. 1992) 955 F.2d 1268	15
<i>Consumer Privacy Cases</i>	
(2009) 175 Cal.App.4th 545	17
<i>Elliot v. Spherion Pac. Work, LLC</i>	
(C.D. Cal. 2008) 572 F.Supp.2d 1169	14
<i>Estrada v. FedEx Ground Package Sys. Inc.</i>	
(2007) 154 Cal.App.4th 1	17

Cases	Page(s)
<i>Fireside Bank v. Sup. Ct.</i>	
(2007) 40 Cal.4th 1069	11
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900.....	14
<i>Ingram v. The Coca-Cola Co.</i>	
(N.D. Ga. 2001) 200 F.R.D. 685	23
<i>Iskanian v. CLS Trans. Los Angeles, LLC</i>	
(2014) 58 Cal.4th 348.....	11
<i>Ketchum v. Moses</i>	
(2001) 24 Cal.4th 1122	19, 21
<i>Kirkorian v. Borelli</i>	
(N.D. Cal. 1988) 695 F.Supp.446.....	13
<i>Laffitte v. Robert Half Int’l, Inc.</i>	
(2016) 1 Cal.5th 480	16, 17, 18, 19
<i>Lealao v. Beneficial Cal., Inc.</i>	
(2000) 82 Cal.App.4th 19	17, 18, 19, 20
<i>Moniz v. Adecco USA, Inc.</i>	
(2021) 72 Cal.App.5th 56	12
<i>Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.</i>	
(C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523	15
<i>Nordstrom Commissions Case</i>	
(2010) 186 Cal.App.4th 576	14
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i>	
(N.D. Cal. Apr. 2, 2010) 2010 WL 3570777.....	11, 12
<i>Officers for Justice v. Civil Serv. Comm’n</i>	
(9th Cir. 1981) 688 F.2d 615	15
///	

1	Cases	Page(s)
2	<i>Pedroza v. PetSmart, Inc.</i>	
3	(C.D. Cal. Jan. 28, 2013) 2013 WL 1490667	12
4	<i>Richmond v. Dart Indus., Inc.</i>	
5	(1981) 29 Cal.3d 462	11
6	<i>Satchell v. Fed. Express Corp.</i>	
7	(N.D. Cal. Apr. 13, 2007) 2007 WL 1114010.....	13
8	<i>Serrano v. Priest</i>	
9	(1977) 20 Cal.3d 25	21
10	<i>Thomas v. Aetna Health of Cal., Inc.</i>	
11	(E.D. Cal. June 2, 2011) 2011 WL 2173715	12
12	<i>Thurman v. Bayshore Transit Mgmt., Inc.</i>	
13	(2012) 203 Cal.App.4th 1112	14
14	<i>Vo v. Las Virgenes Municipal Water Dist.</i>	
15	(2000) 79 Cal.App.4th 440	21
16	<i>Wershba v. Apple Computer, Inc.</i>	
17	(2001) 91 Cal.App.4th 224.....	13, 17
18	<i>Williams v. Sup. Ct.</i>	
19	(2017) 3 Cal.5th 531	11, 12
20	Statutes	
21	Code of Civil Procedure § 1021.5	17
22	Labor Code § 201	14
23	Labor Code § 202	14
24	Labor Code § 203	14
25	Labor Code § 204	14
26	Labor Code § 210	14
27	Labor Code § 218.5	14
28	Labor Code § 221	14

1	Statutes	Page(s)
2	Labor Code § 226 (a).....	14
3	Labor Code § 226.3	14
4	Labor Code § 226.7	14
5	Labor Code § 246	14
6	Labor Code § 432.5	14
7	Labor Code § 510	14
8	Labor Code § 512 (a).....	14
9	Labor Code § 551	14
10	Labor Code § 552	14
11	Labor Code § 558	14
12	Labor Code § 1174 (d).....	14
13	Labor Code § 1194	14
14	Labor Code § 1197	14
15	Labor Code § 1197.1	14
16	Labor Code § 1198	14
17	Labor Code § 1199	14
18	Labor Code § 2699.3	11
19	Labor Code § 2699 (a).....	11
20	Labor Code § 2699 (e)(2)	12
21	Labor Code § 2699(f)(2)(A).....	14
22	Labor Code § 2699 (k)(1)	17
23	Labor Code § 2699 (m).....	10, 12, 15, 17
24	Labor Code § 2699 (n).....	12
25	Labor Code § 2699 (s)(2).....	9, 12
26	Labor Code § 2800	14
27	Labor Code § 2802	14
28	///	

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Under Labor Code section 2699(s)(2), Plaintiff seeks approval of the Settlement
4 Agreement. Plaintiff entered the Settlement Agreement on behalf of Plaintiff and all current
5 and former hourly-paid or non-exempt employees of Defendant who worked within the State
6 of California at any time during the period from June 28, 2023, through August 25, 2026
7 (“Aggrieved Employees” and “PAGA Period”).

8 **II. PROCEDURAL HISTORY**

9 On June 28, 2024, Plaintiff provided a written notice to the California Labor and
10 Workforce Development Agency (“LWDA”) and Defendant. On September 25, 2024, Plaintiff
11 filed a representative Private Attorneys General Act of 2004 (“PAGA”) action against
12 Defendant.¹

13 On June 26, 2026, the Parties participated in mediation with a well-regarded mediator
14 that resulted in the settlement of this matter.²

15 **III. SUMMARY OF THE SETTLEMENT TERMS**

16 **A. Allocation of the Gross Settlement Amount**

17 The Settlement Agreement provides that Defendant will pay a non-reversionary Gross
18 Settlement Amount of \$229,000. The PAGA Penalties Fund will be the Gross Settlement
19 Amount less the following payments: (1) Plaintiff’s Counsel Fees Payment of \$80,150; (2)
20 Plaintiff’s Counsel Litigation Expenses Payment of \$12,035.98; (3) Service Payment of
21 \$10,000; and (4) Administration Expenses Payment of \$7,500.³

22 ///

23 ///

24 ///

25 ¹ (Declaration of Douglas Han (“Han Decl.”), ¶¶ 10, 11; Exhibits 8-10.)

26 ² (*Id.* at ¶¶ 12-16.)

27 ³ (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han
28 (“Settlement Agreement”), §§ 7(a), 7(b).)

1 The current amount of the PAGA Penalties Fund is estimated to be \$119,314.02. Sixty-
2 five percent (65%) of the PAGA Penalties Fund will be transmitted to the LWDA as the
3 LWDA Payment pursuant to Labor Code section 2699(m). The remaining thirty-five percent
4 (35%) of the PAGA Penalties Fund will be distributed to the Aggrieved Employees.⁴

5 **B. Distribution of the PAGA Penalties Fund**

6 Defendant shall provide the Administrator with a list of Aggrieved Employees in the
7 manner and timeline set forth in the Settlement Agreement. The Gross Settlement Amount will
8 be deposited into a Qualified Settlement Fund created by the Administrator and will be
9 disbursed to the appropriate entities and persons in the manner and timeline set forth in the
10 Settlement Agreement. The uncashed settlement checks will be directed to the California
11 Controller's Unclaimed Property Fund in the name of the employee.⁵

12 **C. The Scope of the Release**

13 Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, the LWDA, and
14 Aggrieved Employees are deemed to release, on behalf of themselves and their former and
15 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
16 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
17 have been alleged, based on the facts and allegations in the operative complaint and PAGA
18 Notice.⁶ (*Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 986 [a plaintiff suing under PAGA "does so
19 as the proxy or agent of the state's labor law enforcement agencies," and, as such, "represents
20 the same legal right and interest as state labor law enforcement agencies"].) A judgment
21 in a PAGA action "binds not only that [plaintiff] employee but also the state labor law
22 enforcement agencies." (*Ibid.*) Furthermore, "[b]ecause an aggrieved employee's action under
23 [PAGA] functions as a substitute for an action brought by the government itself, a judgment
24 in that action binds all those, including nonparty aggrieved employees, who would be bound

25 _____
26 ⁴ (Settlement Agreement, *supra*, at § 7(b)(v).)

27 ⁵ (*Id.* at § 8.)

28 ⁶ (*Id.* at § 9.)

1 by a judgment in an action brought by the government.” (*Ibid.*) “Accordingly, with respect to
2 the recovery of civil penalties, nonparty employees as well as the government are bound by
3 the judgment in an action brought under [PAGA]” (*Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at
4 p. 986.)

5 **D. No Right to Object to or Opt Out of the Settlement**

6 “[A] PAGA action is a statutory action for penalties brought as a proxy for the state ...
7 there is no need to protect absent employees’ due process rights[.]” (*Williams v. Sup. Ct.* (2017)
8 3 Cal.5th 531, 546.) “Unnamed employees need not be given notice of the PAGA claim, nor
9 do they have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v.*
10 *CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 3570777, at *5.) “PAGA does not
11 make other potentially aggrieved employees parties” and no “due process concerns arise under
12 PAGA because absent employees do not own a personal claim for PAGA civil penalties and
13 whatever personal claims the absent employees might have for relief are not at stake.”
14 (*Williams*, at pp. 546-547 (internal references omitted, citing *Amalgamated Transit Union,*
15 *Local 1756, AFL-CIO v. Sup. Ct.* (2009) 46 Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los*
16 *Angeles, LLC*, (2014) 58 Cal.4th 348, 381.)) “[A]bsent fellow employees will be bound by the
17 outcome of any PAGA action[.]” (*Williams*, at p. 548 (internal references omitted, citing *Arias*
18 *v. Sup. Ct.*, *supra*, 46 Cal.4th at pp. 980-981; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069,
19 1074 and *Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 474.)

20 Consistent with the law, the Settlement Agreement does not have a procedure for the
21 Aggrieved Employees to object to or exclude themselves from the Settlement Agreement.

22 **IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT**

23 PAGA allows an “aggrieved employee” to bring a civil action on behalf of himself,
24 other aggrieved employees, and State of California to recover civil penalties with respect to
25 provisions of the Labor Code that do not provide for civil penalties. Before bringing a civil
26 action under PAGA, an employee must comply with Labor Code section 2699.3. (Lab. Code,
27 § 2699(a).) A court “may award a lesser amount than the maximum civil penalty amount ...
28 if, based on the facts and circumstances of the particular case, to do otherwise would result in

1 an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Id.* at § 2699(e)(2).)

2 The settlement of a PAGA claim requires court approval. (Lab. Code, § 2699(s)(2).)
3 “A PAGA claim asserted on a non-class representative basis . . . is not considered a class action
4 but a law enforcement action” and does not have to meet the requirements of a class action.
5 (*Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v.*
6 *Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias v. Sup.*
7 *Ct., supra*, 46 Cal.4th at pp. 980-988 (affirming lower court’s holding that “plaintiff need not
8 satisfy class action requirements” to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D.
9 Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court’s review of a PAGA settlement
10 involves analysis of several unique features that render the approval process distinct from
11 approval of a class action settlement. A court reviewing a PAGA settlement only needs to
12 “ensur[e] that a negotiated resolution is fair to those affected.” (*Williams v. Sup. Ct., supra*, 3
13 Cal.5th at p. 549 (citing Lab. Code, § 2699(s)(2)).) The Court of Appeal has held that “a trial
14 court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and
15 adequate in view of PAGA’s purposes to remediate present labor law violations, deter future
16 ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021)
17 72 Cal.App.5th 56, 77.)

18 The court’s focus is on whether the total settlement amount achieves PAGA’s
19 objectives. PAGA’s purpose is “to incentivize private parties to recover civil penalties for the
20 government that otherwise may not have been assessed and collected by overburdened state
21 enforcement agencies.” (*Ochoa-Hernandez, supra*, 2010 WL 3570777, at *4 (citing *Arias v.*
22 *Sup. Ct., supra*, 46 Cal.4th at p. 986).) The penalties recovered under PAGA are, in part, to
23 “be distributed to the [LWDA] for enforcement of labor laws . . . and for education of
24 employers and employees about their rights and responsibilities under this code, to be
25 continuously appropriated to supplement and not supplant the funding to the agency for those
26 purposes.” (Lab. Code, §§ 2699(m), (n).)

27 ///

28 ///

1 **V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED.**

2 **A. The Factors Giving Rise to a Presumption of Fairness Exist.**

3 A settlement agreement that is “the product of extensive and hard-fought adversarial
4 negotiations between the parties” is entitled to a presumption of fairness. (*Wershba v. Apple*
5 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

6 The Court should give considerable weight to the competency, experience, and opinion
7 of counsel and the involvement of a neutral mediator in assuring that the settlement is a product
8 of hard-fought negotiations that were entered without collusion. (*Kirkorian v. Borelli* (N.D.
9 Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable
10 weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-617, 622
11 (recommendations of Plaintiff’s Counsel should be given a presumption of reasonableness);
12 see also *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4
13 (stating the “assistance of an experienced mediator in the settlement process confirms that the
14 settlement is non-collusive”).) The Settlement Agreement is presumptively fair. This is
15 because the Settlement Agreement: (1) is the product of non-collusive, arm’s-length
16 negotiations; (2) was negotiated by counsel with experience in similar wage-and-hour
17 litigation; and (3) occurred after the Parties’ counsel engaged in investigation of the strengths
18 of this case and risks of continued litigation.

19 **B. The Relative Strength of the PAGA Claim and Range of Possible Outcomes.**

20 Defendant maintained that it had compliant employment policies and practices
21 throughout the statutory period. If this case had not been settled, Defendant would have
22 challenged Plaintiff’s standing as an Aggrieved Employee and denied that the other employees
23 were aggrieved. Furthermore, Defendant argued that the Court was unlikely to assess
24 cumulative penalties for the maximum number of possible separate Labor Code violations
25 because the “subsequent violation” theory of PAGA recovery would not be triggered in this
26 case, and it would be unjust, arbitrary, oppressive, and/or confiscatory. (See, e.g. *Bernstein v.*
27 *Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.) Defendant asserted that the PAGA
28 penalties are not mandatory but permissive and discretionary and maintained that it had a

1 strong argument that it would be unjust to award the maximum PAGA penalties. (*Thurman v.*
2 *Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under
3 this authority].)⁷

4 The provisions of the Labor Code triggering the PAGA penalties include, but are not
5 limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246,
6 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.
7 For Plaintiff to recover civil penalties, Plaintiff must prove the underlying Labor Code
8 violations with respect to the Aggrieved Employees and show that Defendant's conduct gave
9 rise to penalties. (See e.g. *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d
10 1169, 1181-1182.)⁸

11 Plaintiff alleges that the PAGA penalties could be approximately **\$71,000** (710
12 employees x \$100 penalty for initial violation) on the low end and about **\$497,000** (710
13 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. (Lab.
14 Code, § 2699(f)(2)(A).) Defendant disputes this estimation, and Plaintiff recognized the risk
15 that any PAGA award could be reduced, meaning that the Gross Settlement Amount for the
16 PAGA penalties was reasonable and significant. When the PAGA penalties are negotiated in
17 good faith and "there is no indication that [the] amount was the result of self-interest at the
18 expense of other Class Members," such amounts are generally considered reasonable. (*Hopson*
19 *v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900 at
20 *24; see, e.g. *Nordstrom Commissions Case* (2010) 186 Cal.App.4th 576, 579 ("[T]rial court
21 did not abuse its discretion in approving a settlement which does not allocate any damages to
22 the PAGA claims."))⁹

23 ///

24 ///

25 ///

26 ⁷ (Han Decl., *supra*, at ¶¶ 20-23.)

27 ⁸ (Han Decl., *supra*, at ¶ 24.)

28 ⁹ (*Id.* at ¶ 25-28.)

1 **C. The Settlement Avoids Risky, Complex, and Lengthy Litigation.**

2 The courts favor voluntary conciliation and settlement of complex litigation. (*Class*
3 *Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, “unless the
4 settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and
5 expensive litigation with uncertain results.” (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*
6 (C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523, 526 (citation omitted).)

7 Both sides used pre-mediation time to investigate the veracity, strength, and scope of
8 the PAGA claim. The Parties engaged in discovery and exchanged documents and data to
9 mediate the claims relevant to the Labor Code violations and applicable defenses thereto and
10 to determine the potential value and strength of the PAGA claim. Plaintiff’s Counsel believed
11 that it would be best to pursue a settlement rather than take the risky and uncertain trial route.
12 Even if the Parties had managed to negotiate a similar settlement later, it would have been
13 severely undercut by the additional costs and expenses incurred. In other words, the settlement
14 offers immediate recovery rather than only the possibility of recovery at some indeterminate
15 later date.¹⁰

16 **D. The Settlement Is Fair, Adequate, and Reasonable.**

17 “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an
18 abandoning of highest hopes.’” (*Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1981) 688
19 F.2d 615, 624.) “The proposed settlement is not to be judged against a hypothetical or
20 speculative measure of what might have been achieved by the negotiators.” (*Id.* at p. 625.)

21 The Settlement Agreement provides a reasonable monetary benefit to the LWDA and
22 Aggrieved Employees. The proposed plan of allocation of the PAGA Penalties Fund to the
23 LWDA and Aggrieved Employees also fully complies with Labor Code section 2699(m).
24 Plaintiff and Plaintiff’s Counsel recognize the expense, length, risk, and uncertainty of
25 continued proceedings necessary to litigate this dispute. To recover civil penalties, Plaintiff
26 would have to prove that the Aggrieved Employees suffered from the underlying Labor Code

27

28 ¹⁰ (Han Decl., *supra*, at ¶¶ 12-16.)

violations and that Defendant's conduct gave rise to penalties, which could take several months, or even years, to prove. Plaintiff and Plaintiff's Counsel also considered Defendant's agreement to enter a settlement that confers reasonable relief. Plaintiff and Plaintiff's Counsel determined that the Settlement Agreement represents a fair, adequate, and reasonable resolution.¹¹

E. Experience and Views of Plaintiff's Counsel Favor Settlement Approval.

Plaintiff's Counsel are experienced in complex representative and class action wage-and-hour litigation. Plaintiff's Counsel believe that the benefit offered by the settlement is fair and reasonable and in the best interests of the LWDA and Aggrieved Employees.¹²

VI. APPROVAL OF THE PLAINTIFF'S COUNSEL FEES PAYMENT.

A. A Fee Award of Percentage of the Entire Fund is Appropriate.

The Settlement Agreement provides for the payment of Plaintiff's Counsel Fees Payment of \$80,150 (35% of the Gross Settlement Amount) to Plaintiff's Counsel. The Plaintiff's Counsel Fees Payment is commensurate with the: (1) risks taken by Plaintiff's Counsel; (2) time, effort, and expense dedicated by Plaintiff's Counsel; (3) skills and determination shown by Plaintiff's Counsel; (4) value achieved by Plaintiff's Counsel; and (5) other cases turned down by Plaintiff's Counsel. Moreover, Plaintiff's Counsel have been awarded at least thirty-five percent (35%) fee requests or more in similar class action and representative matters throughout the State of California, including San Diego County.¹³

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary fund preserved or recovered for the benefit of others has been confirmed by the California Supreme Court. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 486, 506.) While trial courts have discretion to apply either a lodestar method or percentage-of-the-fund method, the California Supreme Court has taken the position trial courts "retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested

¹¹ (Han Decl. at ¶¶ 20-23, 39.)

¹² (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.)

¹³ (*Id.* at ¶ 35.)

percentage fee[,]” and “[t]he percentage of fund method survives in California.” (*Ibid.* (internal quotes omitted); see also *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 253.)

The percentage fee method is preferred in representative actions because “it better approximates the workings of the marketplace than the lodestar approach.” (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49.) California law provides that the award for attorneys’ fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at pp. 47, 50; *Laffitte v. Robert Half Int’l, Inc.*, *supra*, 1 Cal.5th at p. 503.) In cases where the agreement provides that the defendant agrees to pay the attorneys a percentage of the fund created by the agreement, use of that percentage method is appropriate. (*Lealao*, at p. 32.) The fees in class and representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client. (*Id.* at p. 48.) Thus, “The ultimate goal ... is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.” (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558 (quotation omitted).)

Plaintiff’s Counsel are entitled to recover reasonable attorneys’ fees and costs as a matter of right. (Lab. Code, § 2699(k)(1).) Plaintiff’s Counsel are entitled to fees and costs under Code of Civil Procedure section 1021.5 as this case is by definition “for the benefit” of others and has secured monetary awards for the Aggrieved Employee.¹⁴ The payment to the LWDA will also benefit the agency in enforcing labor laws and educating “employers and employees about their rights and responsibilities under [the Labor Code].” (*Id.* at § 2699(m).)

B. The Plaintiff’s Counsel Fees Payment is Reasonable Based on the Factors Considered.

The factors courts consider in determining whether fee awards are reasonable are: (1) time and labor required; (2) novelty and difficulty of the questions; (3) requisite skills to

¹⁴ (*Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17 (recognizing that recovery obtained on behalf of 209 individual satisfies the “significant benefit,” “public interest,” and “large class of persons” requirements of Code of Civil Procedure section 1021.5, regardless of plaintiff’s personal motivation).)

perform the legal services; (4) preclusion of other employment by the attorney; (5) customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of the case; (11) nature and length of the professional relationship; and (12) awards in similar cases. (*Camden I Condo. Ass'n, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.) It should be highlighted that the percentage award sought is commensurate with the: (a) results obtained; (b) risks taken; (c) difficulty of this case; and (d) skills displayed and the quality of work, which are addressed below.

1. The Results Obtained

The results attorneys obtain for their clients is an important factor when determining the reasonability of a percentage-based fee. (*Laffitte v. Robert Half Int'l, Inc., supra*, 1 Cal.5th at p. 489.) Law firms that obtain exceptional results expect those results to be reflected in their fees.

The results obtained herein are reasonable as Plaintiff's Counsel obtained a settlement of \$229,000 without the need for extended litigation. If this case went to trial, there was no guarantee that the trial would have been short or that either party would have prevailed. Even if the Parties reached a similar settlement, it would have been undercut by additional expenses incurred. The resolution of this dispute at this stage is preferred as the Parties were moving to a phase where significant time and money would inevitably have to be spent to prepare for trial.

By avoiding the uncertainties associated with conducting trial and Defendant's responses to the allegations, Plaintiff's Counsel obtained those results more quickly and surely than if the matter had been litigated to final resolution. Under the law, this factor supports the Plaintiff's Counsel Fees Payment. (*Lealao v. Beneficial Cal., Inc., supra*, 82 Cal.App.4th at p. 51.)

///

///

///

2. *The Risks Taken*

Whether or not representation is provided on a contingency basis is an important factor:

A contingent fee must be higher than a fee for the same legal services paid as they are performed [and] [...] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

(*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

Plaintiff executed a contingent fee agreement. This meant that no recovery would have equated to no compensation for 197.3 hours of work completed and \$12,035.98 litigation costs incurred. Several factors also made this case difficult, thereby contributing to the risks taken. These factors included: (1) locating and interviewing putative aggrieved employees to corroborate the allegations; (2) difficulties in pinning down job responsibilities, wages paid, and breaks taken; (3) number of documents that had to be reviewed and analyzed; (4) shifting wage-and-hour laws; and (5) Defendant's initial firm resistance to the relief requested.¹⁵

Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are assuming less risks. (See e.g. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133.) The contingent risks are a major factor when determining attorneys' fees. (See e.g. *Laffitte v. Robert Half Int'l, Inc.*, *supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks and contingency involved in awarding 33 and 1/3% fee).)

3. *The Difficulty of the Litigation*

The nature of the law, factual complexities underlying the policies and practices in place, and other issues made this case complex and difficult. Plaintiff's Counsel overcame these obstacles by obtaining a settlement that is fair, adequate, and reasonable. Plaintiff's Counsel obtaining a fair settlement despite these roadblocks speaks volumes of their skill and experience. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 ("special skill and experience of counsel" is a relevant factor when determining fee award).)

¹⁵ (Han Decl., *supra*, at ¶¶ 29, 31, 32, 36.)

1 Due to the difficulty of this case, Plaintiff's Counsel devoted several hours to this
2 matter. The Task & Time Chart sets forth the hours devoted to this matter, allocating the total
3 time to the tasks required to reach a conclusion. As stated in the previous section, this was not
4 a clear-cut case. Plaintiff's Counsel had to overcome roadblocks and obstacles before they
5 could reach the settlement, which illustrates the difficulty of this case.¹⁶

6 **4. The Skill Displayed and Quality of Work**

7 The level of skill displayed and quality of work it produced justify the Plaintiff's
8 Counsel Fees Payment. Plaintiff's Counsel are skilled and experienced representatives and
9 class action wage-and-hour litigators, and the Task & Time Chart illustrates this assertion.

10 Plaintiff's Counsel used the pre-mediation time period to investigate the veracity,
11 strength, and scope of the PAGA claim and to prepare for representative adjudication. This
12 included: (1) engaging case strategy and analysis; (2) requesting and gathering relevant
13 documents; (3) drafting, reviewing, and revising pleadings, formal discovery requests, and
14 mediation brief; (4) preparing for and appearing at court proceedings; (5) calculating potential
15 damages for mediation purposes; (6) preparing for and attending mediation and settlement
16 negotiations; and (7) working with Defendant's counsel to draft and finalize the Agreement
17 (and exhibit). Plaintiff's Counsel also undertook the arduous task of locating and interviewing
18 putative aggrieved employees to verify if the PAGA claim raised individualized issues.¹⁷

19 Plaintiff's Counsel's skills and expertise contributed to the settlement in this case.
20 Under California law, this factor (skills displayed and quality of work) supports the Plaintiff's
21 Counsel Fees Payment. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

22 ///

23 ///

24 ///

27 ¹⁶ (*Id.* at ¶ 31; Exhibit 3.)

28 ¹⁷ (Han Decl., *supra*, at ¶ 14.)

1 **C. The Lodestar Methodology Justifies the Plaintiff's Counsel Fees Payment.**

2 When a common fund is involved, courts may use the lodestar method. A court tasked
3 with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure,
4 which is the time reasonably spent multiplied by the reasonable hourly compensation of the
5 attorneys. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court may then adjust, increase, or
6 decrease that figure after considering factors like the novelty and complexity of the issues,
7 skill and expertise, extent the litigation precluded other employment, and risk involved. (*Id.* at
8 p. 49.)

9 Based on the 197.3 hours worked, the base lodestar fees calculation is \$150,140,
10 resulting in a negative multiplier of 0.53 when cross-checked to the Plaintiff's Counsel Fees
11 Payment.¹⁸

12 ***1. The Work Performed for a Reasonable Number of Hours.***

13 Counsel is entitled to compensation for every hour reasonably spent. (*Ketchum v.*
14 *Moses, supra*, 24 Cal.4th at p. 1133.) The reasonableness is assessed by “the entire course of
15 the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics,
16 and the trial itself[.]” (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440,
17 447.)

18 This matter required a fair amount of time and labor. The Task & Time Chart evidenced
19 the numerous tasks that were performed to seek all necessary information. The Task & Time
20 Chart further illustrates that Plaintiff's Counsel spent a reasonable number of hours working
21 on this case, thereby demonstrating that the application for the attorneys' fees is reasonable.¹⁹

22 The case involved, among other things, gathering and analyzing data from Defendant
23 and other sources. Plaintiff's Counsel undertook preparation to resolve the entire matter
24 through mediation. These preparations conducted by Plaintiff's Counsel included locating and
25 interviewing putative aggrieved employees, drafting and propounding formal discovery
26

27 ¹⁸ (*Id.* at ¶¶ 32, 34.)

28 ¹⁹ (Han Decl., *supra*, at ¶ 31; Exhibit 3.)

requests, gathering and reviewing a myriad of documents, determining the scope of the Aggrieved Employee, verifying the strengths of the PAGA claim, etc.

2. The Hourly Rates are Reasonable.

Plaintiff's Counsel's hourly rates are supported by the 2022 Real Rate Report that was compiled by Wolters Kluwer, which surveyed the hourly rates charged in 2022 by hundreds of attorneys in the State of California. By extension, the hourly rates are in line with the Laffey Matrix. The hourly rates are also reasonable for the following reasons: (1) several courts in the State of California have awarded Plaintiff's Counsel fees at similar rates; (2) comparable hourly rates for similar services have been deemed reasonable in several cases in the State of California; and (3) surveys of legal rates have supported the hourly rates. This shows that the hourly rates used for the lodestar calculation are well within the range of non-contingent rates charged by comparable attorneys performing similar work in the State of California.²⁰

VII. THE PLAINTIFF'S COUNSEL LITIGATION EXPENSES PAYMENT SHOULD BE APPROVED

The Settlement Agreement allows for the payment of the Plaintiff's Counsel Litigation Expenses Payment of up to \$15,000. Plaintiff's Counsel incurred litigation costs and expenses in the sum of \$12,035.98. Plaintiff's Counsel request that the Court order the reimbursement of the above-mentioned litigation costs and expenses.²¹

VIII. THE SERVICE PAYMENT SHOULD BE APPROVED

Pursuant to the Settlement Agreement, Plaintiff will receive Service Payment of \$10,000. This Service Payment is in exchange for the time and effort, and risks undertaken in bringing this lawsuit and for agreeing to a broader release, including a waiver under Civil Code Section 1542 (as detailed in the Settlement Agreement). The purpose of such an award is to incentivize plaintiffs to step into the shoes of the state labor agency and undertake the risks associated with initiating a lawsuit and serving in a representative capacity. (*Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service payments" compensate named plaintiff

²⁰ (*Id.* at ¶¶ 32-34; Exhibits 4, 5.)

²¹ (Han Decl., *supra*, at ¶ 36; Exhibit 6.)

1 “for [her] efforts in bringing the action”); *Clark v. Am. Residential Servs., LLC* (2009) 175
2 Cal.App.4th 785, 804 (“an incentive award is appropriate ‘if it is necessary to induce an
3 individual to participate in the suit’”); accord *Ingram v. The Coca-Cola Co.* (N.D. Ga. 2001)
4 200 F.R.D. 685, 694 (internal quotation marks omitted) (“Courts routinely approve incentive
5 awards to compensate named plaintiffs for the services they provided and the risks they
6 incurred during the course of the [...] litigation.”).)

7 Plaintiff spent time and effort in locating and producing relevant documents and past
8 employment records, reviewing relevant documents, and providing the facts and evidence
9 supporting the allegations. Plaintiff was available whenever needed by Plaintiff’s Counsel and
10 actively tried to obtain and provide as much information as possible. Plaintiff spent hours
11 speaking with Plaintiff’s Counsel about the alleged violations, discussing the work experience
12 and work environment, helping Plaintiff’s Counsel develop a strategy to obtain additional
13 documents, aiding Plaintiff’s Counsel to determine the importance of the documents produced,
14 and reviewing the operative complaint, answer, formal discovery requests, and Settlement
15 Agreement (and exhibit). Finally, Plaintiff also made themselves available all day to participate
16 in and assist with mediation.²²

17 Plaintiff was advised of and accepted the risks and sacrifices associated with serving
18 as the named plaintiff. Plaintiff is also not related to anyone associated with Plaintiff’s
19 Counsel, has not received any undisclosed compensation, and has not entered any undisclosed
20 agreement. This is further proof that Plaintiff’s interests are not adverse to the Aggrieved
21 Employees.²³

22 ///

23 ///

24 ///

26 ²² (Han Decl., *supra*, at ¶ 37; Declaration of Elizabeth Arteaga (“Arteaga Decl.”), ¶¶ 5-9.)

27 ²³ (Han Decl., *supra*, at ¶ 37; Arteaga Decl., *supra*, at ¶¶ 10-13.)

1 **IX. THE ADMINISTRATION EXPENSES PAYMENT SHOULD BE APPROVED**

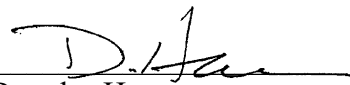
2 The Settlement Agreement provides for the payment of the Administration Expenses
3 Payment of up to \$7,500 to the Administrator. The Administration Expenses Payment are
4 intended to cover the costs incurred by the Administrator for performing its duties outlined in
5 the Settlement Agreement. Plaintiff's Counsel have previously worked with the Administrator
6 in the past and are familiar with its superior reputation and work.²⁴

7 **X. CONCLUSION**

8 Plaintiff requests that the Court grant approval of the Settlement Agreement. Plaintiff
9 further requests that the Court retain continuing jurisdiction over the enforcement and
10 administration of the Settlement Agreement.

11 Dated: September 29, 2026

JUSTICE LAW CORPORATION

12
13 By: 
14 Douglas Han
Attorneys for Plaintiff

15
16
17
18
19
20
21
22
23
24
25
26
27
28

²⁴ (Han Decl., *supra*, at ¶ 38.)

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is mhong@justicelawcorp.com

On September 29, 2026, I served the foregoing document described as

**NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

for the following case:	Arteaga v. Jewish Family Service of San Diego
LWDA/Court Case No.:	LWDA-CM-1036999-24
	Court Case No.: 24CU013219C
	San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X]	STATE
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 29, 2026, at Pasadena, California.

Mandy Hong