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Attorneys for Plaintiff JOSE VASQUEZ MOLINA as an individual and on behalf of all employees similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SPRING STREET COURTHOUSE

JOSE VASQUEZ MOLINA, as an individual and on behalf of all similarly situated employees, Plaintiff, v. PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC; PRIME MATTER LABS WEST, LLC; FAIRWAY STAFFING SERVICES; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV14373 **NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND ENTER FINAL JUDGMENT** Assigned for all purposes to: Hon. Carolyn B. Kuhl, Dept. 12 Date: January 12, 2026 Time: 1:45 p.m. Dept.: 12 Complaint Filed: June 10, 2024 Trial Date: Not Yet Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 12, 2026, at 1:45 p.m., as soon thereafter as the matter may be heard in Department 12 of the Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012, Plaintiff JOSE VASQUEZ MOLINA ("Plaintiff") will, and hereby does, move this Court for an order granting approval of a settlement agreement made pursuant to the Private Attorneys General Act, Labor Code section 2698, *et seq*.

The motion shall be based on this notice, the attached Memorandum of Points and Authorities, the declarations of John A. Young and Kevin Mahoney and any exhibits attached thereto, on all records on file in this matter, and on such other evidence and oral argument as may properly come before the Court at the time of hearing on this motion.

Dated: December 15, 2025

MAHONEY LAW GROUP, APC

By: ______________________________
Kevin Mahoney, Esq.
John A. Young, Esq.
Attorney for Plaintiff
JOSE VASQUEZ MOLINA

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks approval of a settlement of Plaintiff's JOSE VASQUEZ MOLINA ("Plaintiff") claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, e*t seq*., ("PAGA.") Subject to approval by the Court, Plaintiff and Defendants PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC and PRIME MATTER LABS WEST, LLC ("Defendants") (collectively, the "Parties"), have agreed to resolve Plaintiff's action for a total settlement amount of one hundred twenty-five thousand dollars ($125,000.00).

Plaintiff submits that the Settlement meets the requirements for court approval. To that end, the Parties request that the Court enter an order (1) approving the settlement ("Settlement," "Agreement," or "Settlement Agreement"), (Declaration of John A. Young ("Young Decl.") ¶ 8, Ex. B.) along with the Parties' proposed Notice of PAGA Payment to be disseminated to Aggrieved Employees pursuant to the Settlement Agreement; and (2) entering final judgment.

II. BACKGROUND

A. Plaintiff's Allegations and Defendants' Defenses

Plaintiff was employed by Defendants from in or around April 2018 through 2024, as a non-exempt hourly employee. Plaintiff contends that Defendants violated the Labor Code by, *inter alia*, failing to compensate Plaintiff and the Aggrieved Employees for minimum wages, overtime, provide meal and rest periods, pay all wages owed at termination, reimburse for business expenditures and provide accurate itemized wage statements.

On June 7, 2024, Plaintiff, prior to commencing the Action, as required by California Labor Code section 2699.3, Plaintiff provided the Labor Workforce Development Agency ("LWDA") and Defendants PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC and PRIME MATTER LABS WEST, LLC ("Defendants") with written notice of Plaintiff's intent to assert claims under PAGA and the basis for those claims, which the LWDA did not provide notice within sixty-five (65) days of its intention to investigate the alleged violations. (Declaration of John A. Young "Young Decl." ¶ 3, Ex. A.) On June 10, 2024, Plaintiff initially filed a class action complaint. On October 1, 2024, Plaintiff a First Amended Complaint to include a cause of action alleging violations of the Private Attorneys' General Act ("PAGA"). On October 10, 2024, Plaintiff filed a Request for Dismissal of Individual and Class Claims without prejudice as a result of the an arbitration agreement between the Parties containing a class action waiver. The Action is only being brought by Plaintiff on a representative basis under PAGA on behalf of himself, the State of California and other allegedly aggrieved employees, based on violations of unpaid wages (unpaid wages and overtime), meal and rest break violations, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenditures, failure to pay wages due upon termination of employment. (Young Decl. ¶ 4.)

Plaintiff has submitted the fully executed Settlement Agreement to the LWDA in conformity with Labor Code section 2699, subdivision (l)(2). (Young Decl., ¶ 8, Ex. C.)

Defendants deny Plaintiff's allegations and maintains that its employment practices comply with all applicable laws. Defendants primarily contend that Aggrieved Employees were properly compensated all wages, including minimum wage, overtime, were provided lawfully compliant meal and rest periods, reimbursed all necessary business expenditures, and were paid all wages at the end their employment, and Defendants are not liable for civil penalties pursuant to PAGA. Additionally, Defendants would assert that, even if Plaintiff prevailed on one or more claims, any penalties awarded would be substantially reduced pursuant to Labor Code section 2699, subdivision (e)(2), which states that "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."

B. Investigation and Mediation

On September 11, 2025, the Parties participated in a private mediation session with the Steven Rottman, Esq. After a full-day mediation, the Parties did resolve the matter at mediation through arm's length negotiations, subject to the Parties entering into a more comprehensive written settlement agreement. Prior to and during the mediation, Defendants provided Plaintiff's counsel with the following documents and information: (1) Plaintiff's personnel file; (2) Plaintiff's time and pay records; (3) Defendants' employee handbooks utilized during the PAGA

Period; (4) twenty percent (20%) sampling of time records and corresponding payroll records for the putative aggrieved employees; (5) other relevant documents, including samples of other policy documents. Plaintiff and Plaintiff's counsel had sufficient information prior to mediation to evaluate the potential strengths and weaknesses of the claims and defenses in the action with the assistance of an expert. During the mediation, the Parties, through the mediator, continued to discuss and evaluate all aspects of the case, including the risks and delays of further litigation, the risks to the Parties of proceeding with arbitration, a PAGA trial, the law relating to representative PAGA actions, wage-and-hour enforcement, the evidence produced and analyzed, and the risks of trial and appeals, among other things. In particular, the Parties considered the risks of proceeding. At all times, the Parties conducted their negotiations at arm's length in an adversarial position. (Young Decl., ¶ 5.)

III. SUMMARY OF THE SETTLEMENT TERMS

A. The PAGA Settlement Group

The Aggrieved Employees covered by the Settlement are defined as follows: All non-exempt, hourly paid current and former employees of Prime Matters Labs West, LLC and Partners Personnel – Management Services, LLC ("Defendants") associates placed at Prime Matters Labs West, LLC in the State of California at any time during the PAGA Period. The PAGA Period is June 4, 2023 through November 11, 2025.

B. Distribution of the Total Settlement Amount

The Settlement Agreement provides that Defendants will pay a total settlement amount of one hundred twenty-five thousand dollars ($125,000.00).

The Net Settlement Amount will be the total settlement amount less the following: (1) Attorneys' Fees of up to one-third of the Gross Settlement Amount, estimated to be forty-one thousand six hundred sixty-six dollars and sixty-seven cents ($41,666.67) and actual litigation costs to Plaintiff's counsel not to exceed fifteen thousand dollars ($15,000.00); (2) PAGA Plaintiff Incentive Payment not to exceed two thousand five hundred dollars ($2,500.00); and (3) Settlement Administration Costs not to exceed five thousand eight hundred twenty-two dollars and fifteen cents ($5,822.15). The Net Settlement Amount will be fully distributed to the Aggrieved

Employees and the LWDA, as described in Section 3.2.4 of the Settlement Agreement. (Young Decl. Ex. B.)

C. Distribution of the Net Settlement Amount

Provided that the Court has granted approval, the settlement payment shall be due from Defendants as follows:

1. One hundred twenty-five thousand dollars ($125,000.00) upon the Court's approval of the Settlement, to the Settlement Administrator via wire transfer, along with the names, last known addresses, Social Security numbers or employee ID numbers, and PAGA Pay Periods of all Aggrieved Employees, no later than fifteen (15) days following notice of Effective Date. The Administrator shall keep this information confidential and not disclose it to Plaintiff's counsel or any third Parties. If any or all of the Aggrieved Employees' data are unavailable to Defendants, Defendants will use best efforts to deduce or reconstruct their data prior to when it must be submitted to the Settlement Administrator.

2. Within ten (10) calendar days after receiving the entire Gross Settlement Amount, and Aggrieved Employees data from Defendants, the Settlement Administrator will send a Notice and a check for their Settlement Share to each Aggrieved Employee. The Settlement Administrator shall use reasonable steps to update Aggrieved Employees' address, the reasonable steps shall include but are not limited to skip tracing and use of the NCOA database. The Settlement Administrator will mail this information to all identified Aggrieved Employees, using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Settlement Administrator shall conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided.

3. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any Aggrieved

Employee for whom a Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Aggrieved Employee for whom new addresses are found.

D. The Scope of the Release in the Settlement Agreement

The "Released Parties" means Defendants and each of their former and present employees, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and each of their respective subsidiaries, employees, owners, directors, officers, and insurers.

The "Released Claims" are:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice concerning alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders during the PAGA Period for alleged: failure to provide meal periods, failure to provide rest periods, failure to pay regular and overtime wages, failure to pay minimum wages, failure to timely pay wages during employment, failure to pay all wages to discharged and quitting employees, unlawful deductions and withholdings from employees' wages, failure to furnish accurate itemized wage statements, failure to maintain accurate time and/or payroll records, and failure to indemnify employees for necessary business expenditures incurred in discharge of duties, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 2802, and the IWC Wage Order.

E. No Right to Object to, or Opt Out of, the Settlement

Under applicable law, Aggrieved Employees cannot opt out of, or object to, the Settlement. "[A] PAGA action is a statutory action for penalties brought as a proxy for the state," as such, "there is no need to protect absent employees' due process rights[.]" (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 54647, n.4] (citation omitted).) "Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D. Cal., Apr. 2, 2010, No. C082073 MHP) 2010 WL 1340 777, at *5.) "PAGA does not make other potentially aggrieved employees parties" to the action and no "due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties, and whatever personal claims the absent employees might have for relief are not at stake."(*Williams*, *supra*, 3 Cal.5th at p. 546–47, and n.4 (*citing Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 381.)"[A]bsent fellow employees will be bound by the outcome of any PAGA action[.]" (*Williams*, *supra*, 3 Cal.5th at p. 548 (*citing Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069; and *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 474.) "[J]udgment in such an action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" because "the employee plaintiff represents the same legal right and interest as state labor law enforcement agencies[,]" "collateral estoppel applies [. . .] against those for whom the party acted as an agent or proxy[,]" and "[w]hen a government agency is authorized to bring an action on behalf of an individual or in the public interest, and a private person lacks an independent legal right to bring the action, a person who is not a party but who is represented by the agency is bound by the judgment as though the person were a party." (*Arias*, *supra*, 46 Cal.4th at p. 985–86 (citations omitted).)

IV. STANDARDS FOR APPROVAL OF PAGA SETTLEMENT

PAGA allows an "aggrieved employee" to bring a civil action on behalf of himself or herself and on behalf of other aggrieved employees and the State of California to recover civil penalties that, outside of PAGA, only the LWDA can assess and collect from an employer. (Lab. Code, § 2699, subd. (a).)

The settlement of a PAGA action requires court approval. (*See* Lab. Code, § 2699, subd. (l)(2) ("The superior court shall review and approve any settlement of any civil action filed pursuant to this part.").) Although Labor Code section 2699, subdivision (1) does not set forth criteria for evaluating PAGA settlements, courts have consistently approved settlements of PAGA claims. (*See, e.g., Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles County Superior Court, No. BC596892 (June 2016), *DCH Auto Wage and Hour Cases*, Los Angeles County

Superior Court, No. JCCP4833 (May 2017); *Garcia v. Gordon Trucking, Inc.* (E.D. Cal., Oct. 31, 2012, No. 1:10-CV-0324 AWI SKO) 2012 WL 5364575, at *3; *Schiller v. David's Bridal, Inc.* (E.D. Cal., June 11, 2012, No. 1:10-CV-00616-AWI) 2012 WL 2117001, at *14; *Chu v. Wells Fargo Investments, LLC* (N.D. Cal., Feb. 16, 2011, No. C-05-4526-MHP) 2011 WL 672645, at *1; *Franco v. Ruiz Food Products, Inc.* (E.D. Cal., Nov. 27, 2012, No. 1:10-CV-02354-SKO) 2012 WL 5941801, at *14; *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589.

The purpose of PAGA is "to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." (*See Ochoa-Hernandez v. Cjaders Foods, Inc.*(N.D. Cal., Apr. 2, 2010, No. C 08-2073 MHP) 2010 WL 1340777, at *4 (citing *Arias*, *supra*, 46 Cal.4th at p. 986). Penalties recovered under PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes." (Lab. Code § 2699, subd. (j).) The recovery of penalties on behalf of the State, by way of a PAGA claim, is essentially a law enforcement action. (*See Amalgamated Transit Union, Local 1756, AFL-CIO*, *supra*, 46 Cal.4th at p. 1003 (stating that PAGA is a mechanism for "an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies"); *see also Iskanian*, *supra*, 59 Cal.4th at p. 381.) "Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*Ochoa-Hernandez*, *supra*, 2010 WL at p. at *5.) This renders the approval process of a PAGA settlement distinct from a class action settlement.

"The remedy sought in a PAGA suit consists of civil penalties, not individual or class damages." (*Mendez v. Tween Brands, Inc.* (E.D. Cal., July 1, 2010, No. 2:10-CV-00072-MCE) 2010 WL 2650571, at *4.) Therefore, when evaluating the adequacy of a PAGA settlement, courts focus not on the amount paid to allegedly "aggrieved employees," but instead on whether the total settlement advances PAGA's objectives. "Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (*Ochoa-Hernandez*, *supra*, 2010 WL at p. at *4.) "Unlike a class action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." (*Ibid.*) Moreover, a reviewing court must take into account the fact that settlement of a PAGA claim – like any settlement – involves a compromise that reflects the risks faced by both parties.

V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED

The Settlement resulted from hard-fought negotiations, fulfills the objectives of the PAGA statute, is fair, and meets all of the criteria for approval for the reasons discussed below.

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

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

The Settlement is presumptively fair because (1) it is the product of non-collusive, arm's-length negotiations that were overseen by an independent mediator knowledgeable in complex labor and employment matters; (2) it was negotiated by counsel with significant experience in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial.

After engaging in informal discovery, the Parties participated in settlement negotiations to try to resolve the lawsuit. These efforts included participating in formal mediation with Steven Rottman, Esq., a well-respected mediator experienced in mediating employment matters. (Young Decl., ¶ 5.) During mediation, the Parties evaluated all aspects of the case, including the risks and delays of further litigation, the risks to the Parties of proceeding with trial, the law relating to representative PAGA actions, wage-and-hour enforcement, the evidence produced and analyzed, and the risks of trial and appeals, among other things. The Parties continued settlement discussions throughout the day and were able to resolve the matter. (*Id.*) At all times, the Parties conducted their negotiations at arm's length in an adversarial position. (*Id.*)

Based on all of the information available to the Parties and with the assistance of the experienced mediator, and continued settlement discussions, the Parties agree that this matter is well-suited for settlement given the strengths and weaknesses of the PAGA claims. (Young Decl., ¶ 7.) Plaintiff and Plaintiff's counsel believe that the settlement is a fair, adequate, and reasonable resolution of this matter. Further, Plaintiff's counsel has extensive experience in representative and class action wage-and-hour litigation. (Young Decl., ¶¶ 33-36; Declaration of Kevin Mahoney ¶ 4.) Therefore, the Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the settlement was a product of hard-fought negotiations that was entered into without collusion. (*See Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (in connection with class settlement opinion of experienced counsel is entitled to considerable weight) (declined to follow on other grounds); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616–17, 622 (recommendations of plaintiffs' counsel in class settlement should be given a presumption of reasonableness); *see also Satchell v. Federal Express Corp.* (N.D. Cal., Apr. 13, 2007, No. C 03 2878 SI) 2007 WL 1114010, at *4 (stating that the "assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive").

B. The Relative Strength of the PAGA Claims and Defenses, and the Range of Possible Outcomes in the Litigation, Strongly Favor Approval of the Settlement

In order for Plaintiff to prevail on the PAGA claims, she would have to prove the underlying Labor Code violations for all PAGA Settlement Group Members, and demonstrate that Defendants' conduct gives rise to penalties, (*See e.g.*, *Elliot v. Spherion Pacific Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181–82 ["Plaintiff's claim under the [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's other claims fail as a matter of law, so does her PAGA claim."].)

Plaintiff alleges Defendants failed to pay Plaintiff and other non-exempt hourly employees earned wages by failing to pay for all hours worked. Plaintiff and other non-exempt hourly employees were frequently required to arrive early to have raw materials at their work stations, sanitize their work station, setup their machines and ultimately have their work stations ready by the time employees clocked-in. Further, Plaintiff and other non-exempt hourly employees were frequently required to work through meal periods in order to meet production quotas, repair machines, and or move finished products to shipping areas/refrigerated areas. Defendants contend that they paid all employees for all hours worked at the proper rate of pay. Defendants also contend that employees were not required to perform off-the-clock duties and maintained a policy forbidding employees from working off the clock. (Young Decl., ¶¶ 9-10.)

With regard to the meal period claim, Plaintiff alleged that Plaintiff and other Aggrieved Employees were not permitted lawfully compliant meal breaks and were not relieved of duty timely. With respect to meal periods, Plaintiff contend that Defendants failed to schedule non-exempt employees in an adequately overlapping manure or schedule employees in such a way to ensure Plaintiff and Aggrieved Employees could take and/or receive meal periods within the statutory timeframe due to being understaffed and Defendants requiring employees to meet production deadlines. As a result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and work during their meal periods. Defendants denied these allegations and provided a sampling of Aggrieved Employees' time records showing a high rate of compliance (>90% compliance for shifts over five hours), in addition to a compliant meal period policy. Defendants contend their meal period policies and practices are and always have been lawful in that non-exempt employees have been "provided" meal periods as required, and its policies and practices comply with the Labor Code, the Wage Orders, and all applicable California state and federal laws. (Young Decl., ¶¶ 11-12.)

With regard to the rest period claim, Plaintiff contends that Defendants failed and or refused to implement a rest break policy and a relief system by which Plaintiff and Aggrieved Employees could receive rest breaks and/or work-free rest breaks. Further, Plaintiff contends that Plaintiff and Aggrieved Employees could not take uninterrupted ten-minute rest breaks because Defendants routinely failed to staff enough employees in which it was impossible to complete time sensitive work and also take ten-minute rest breaks, and that as such, Plaintiff and Aggrieved Employees were often unable to take a full ten (10) minute uninterrupted work-free rest period.

Plaintiff also contends Defendants failed to compensate employees for one (1) hour of pay at Plaintiff's and Aggrieved Employees' regular rate of compensation for each workday that the rest period was not adequately provided. Defendants contend their rest period policies and practices are and always have been lawful in that non-exempt employees have been "provided" rest periods as required, and their policies and practices comply with the Labor Code, the Wage Orders, and all applicable California state and federal laws. (Young Decl., ¶¶ 13-14.)

Plaintiff contends that Defendants willfully and intentionally failed to make and/or keep records that accurately reflect the hours worked by Plaintiff and other employees. Specifically, Plaintiff believe that Defendants' records fail to include, *inter alia*: (1) actual hours worked, (2) total hours worked, (3) number of hours worked at each hourly rate, (4) gross wages earned; (5) net wages earned, and (6) meal and rest premium wages earned per pay period. The wage statement claim was calculated using the initial penalty rate of two hundred fifty dollars ($250.00) for the initial and subsequent violations. Defendants contend that they have complied with all such requirements with respect to payroll records at all times, that Plaintiff's claim is derivative and that the underlying claims have no merit. (Young Decl., ¶¶ 15-16.)

Plaintiff's reimbursement claim was based on the theory that Defendants allegedly failed to reimburse employees for using their personal cell phone to communicate with supervisors and co-workers. Defendants contend that to the extent any exist, business expenditures incurred by Aggrieved Employees, were fully-compensated/reimbursed. (Young Decl., ¶¶17-18.)

Lastly, Plaintiff alleged Defendants failed to provide all wages and or meal and rest period premiums at time of separation of employment in violation of Labor Code section 203. The waiting time penalty claim under the PAGA is purely derivative of the claims for failure to pay all wages and meal/rest period violations. Defendants contends that all employees were properly and timely paid all wages owed including, but not limited to, all minimum and overtime wages (Young Decl., ¶¶19-20.)

Defendants further deny, and continues to deny, that the lawsuit could be maintained as a representative action if litigated. While Plaintiff remains confident in Plaintiff's claims and contests that a showing of manageability is required in a PAGA case, Plaintiff had to seriously consider the risk of proving Plaintiff's claims at arbitration and some courts have imposed a manageability requirement and that protracted litigation would be necessary to see the matter through appeal if some or all the defenses raised by Defendants were successful.

While Plaintiff maintains that Plaintiff's PAGA claims have merit, in reaching the Settlement, Plaintiff and Plaintiff's counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or appeals. (Young Decl., ¶ 22.)

C. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation

Courts favor the voluntary conciliation and settlement of complex litigation. (*Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." (*National Rural Telecommunications Cooperative v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 526 (citation omitted).)

Prior to mediation, both sides investigated the veracity, strength, and scope of the PAGA claims. The Parties also engaged in informal discovery to exchange information. (Young Decl., ¶5.) Plaintiff's counsel also retained an expert for mediation and invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA. (*Id.)*

Had the case not settled, the Parties would have proceed with litigation and additional extensive formal discovery, including written discovery as well as multiple depositions of party and percipient witnesses to prepare the case for arbitration and subsequently a PAGA trial. Even if Plaintiff prevailed on some or all of the claims, litigating a complex PAGA action is inherently expensive, and the litigation could continue beyond entry of judgment if either party appealed adverse rulings. (Young Decl., ¶ 5.) Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, in favor of securing some civil penalties at this juncture favors settlement.

D. The Settlement Is Fair

"[T]he very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" (*Officers for Justice v. Civil Service Com'n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 624 (citations omitted).) "The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Id.* at p. 625.)

The settlement provides significant benefits to the State of California and PAGA Settlement Group Members and falls well-within the range of acceptable settlements under the circumstances. As explained above, Defendants have agreed to pay a total settlement amount of one hundred twenty-five thousand dollars ($125,000.00). Subject to approval by the Court, the following amounts will be subtracted from the total settlement amount to yield the Net Settlement Amount Attorneys' Fees of up to one-third of the Gross Settlement Amount, forty-one thousand six hundred sixty-six dollars and sixty-seven cents ($41,666.67) and actual litigation costs to Plaintiff's counsel actual costs in the amount of fourteen thousand eight hundred four dollars and seventy-three cents ($14,804.73); (2) PAGA Plaintiff Incentive Payment in the amount not to exceed two thousand five hundred dollars ($2,500.00); and (3) Settlement Administration Costs not to exceed five thousand eight hundred twenty-two dollars and fifteen cents ($5,822.15). Defendants will not oppose requests for Court approval of these payments.

The Net Settlement Amount is currently estimated to be sixty thousand two hundred six dollars and forty-five cents ($60,206.45). From that, an estimated seventy-five percent (75%), forty-five thousand one hundred fifty-four dollars and eighty-four cents ($45,154.84), will be distributed to the LWDA and twenty-five percent (25%), fifteen thousand fifty-one dollars and sixty-one cents ($15,051.61), will be distributed to the Aggrieved Employees on a *pro rata* basis, in proportion to the number of pay periods that he or she worked for Defendants during the PAGA Period.

The Settlement is a compromise of highly disputed claims. Plaintiff and Plaintiff's counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. (Young Decl., ¶ 5.) Plaintiff and Plaintiff's counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including the significant risk that a Court could find that Plaintiff and Aggrieved Employees have no standing to pursue PAGA penalties. Plaintiff and Plaintiff's counsel are also aware of the burdens of proof necessary to establish liability, and the difficulties in establishing Defendants' liability for, and the right to recover, penalties on behalf of the State of California and Aggrieved Employees. (Young Decl., ¶ 5.) Additionally, Plaintiff contends the Settlement confers relief both to the Aggrieved Employees and to the LWDA which will use the recovery to benefit additional California employees.

Considering all of the facts in this case, Plaintiff and Plaintiff's counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of California. *Ibid.* Plaintiff estimates that if Plaintiff prevailed on claims as alleged in the complaint, the potential reasonable exposure for civil penalties would be approximately six hundred twenty-seven thousand four hundred ten dollars ($627,410.00), based on the estimated seven thousand one hundred fifty-two (7,152) pay periods worked by four hundred forty-nine (449) Aggrieved Employees. (Young Decl., ¶22.)

PAGA provides for a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the "initial violation" and $200.00 for each aggrieved employee per pay period for each "subsequent violation". (Lab. Code, § 2699, subd. (f)(2).) Generally, an employer must first be put on notice of the violations from "either the commissioner or the court" before the "subsequent violation" amount will be assessed. (*Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.* (S.D. Cal., Aug. 10, 2009, No. 05CV1199-IEG-CAB) 2009 WL 2448430, at *9; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209.)

Employers frequently argue that "subsequent violation" penalty of two hundred dollars ($200.00) can only be assessed after the employer has been cited by the LWDA and the conduct continues. If Defendants prevailed on this argument, Plaintiff's estimated penalties would be significantly reduced. (Employer defendants also frequently argue that civil penalties cannot be "stacked" or, in other words, no more than one penalty can be assessed in the same pay period for the same employee (*Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th

1112, 1131; *Renda v. Nevarez* (2014) 223 Cal.App.4th 1231, 1236–37 (prohibiting double recover for same harm).)

Moreover, as described above, the Court also has discretion to award less than the maximum penalty if based on the facts and circumstances of a particular case to do otherwise would result in an award that is unjust, arbitrary and oppressive or confiscatory. (Lab. Code, § 2699, subdivision (e)(2)). Key factors considered by the court in determining whether the penalty is appropriate is whether employees suffered real injury due to violations, whether employer acted in bad faith, whether there are good faith disputes of law and fact and the employer's financial condition. (*Flemming v. Covidien, Inc.* 2011 WL 756304718, at *4 (C.D. Cal., Aug. 12, 2011); *Serrano v. Swissport North America, Inc.* (C.D. Cal., June *Serrano v. Swissport North America, Inc.* (C.D. Cal., June 3, 2013, No. CV 13-2108-GW(PLAX)) 2013 WL 12145614, at *6; *Aguirre v. Genesis Logistics* (C.D. Cal., Dec. 30, 2013, No. SACV1200687JVSANX) 2013 WL 10936035, at *3; *Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030.) As discussed above, Defendants contend any award of penalties would be unjust, arbitrary, oppressive and confiscatory. Realistically, even if Plaintiff was successful after a lengthy and expensive trial, it is very possible Defendants' argument for reduction could persuade the Court to substantially reduce the amount of penalties awarded. Plaintiff considered all of these risks and uncertainties in the law when evaluating the realistic value of the PAGA claims.

Therefore, this Settlement of one hundred twenty-five thousand dollars ($125,000.00) compensates the Plaintiff and Aggrieved Employees a reasonable amount of the estimated potential initial penalties that could be assessed in Plaintiff's view, the Settlement confers relief to the Aggrieved Employees, which represents approximately twenty percent (20%) of the estimated potential first penalties that could be assessed in Plaintiff's view. (Young Decl., ¶22.) Defendants, however, disputes this valuation and denies that any violations occurred.

The result achieved in this case, and the monetary recovery provided by this Settlement, are well-within the range of an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases. (*See, e.g.*, *DCH Auto Wage and Hour*

Cases, Los Angeles County Superior Court, No. JCCP4833 (May 2017) (approving $15,000 out of $4 million toward settlement of PAGA claims); *Garcia v. Gordon Trucking, Inc.* (E.D. Cal., Oct. 31, 2012, No. 1:10-CV-0324 AWI SKO) 2012 WL 5364575, at *3 (approving $10,000.00 out of $3.7 million toward settlement of PAGA claims); *Schiller*, *supra*, 2012 WL at p. at *14 (approving $7,500.00 out of $518,245.00 toward settlement of PAGA claims); *Chu*, *supra*, 2011 WL at p. at 1 (approving $10,000.00 out of $6.9 million toward settlement of PAGA claims); *Franco*, *supra*, 2012 WL at p. at *14 (approving the amount of $10,000 out of $2.5 million toward settlement of PAGA claims); *Nordstrom Com. Cases*, *supra*, 186 Cal.App.4th at p. 589 (finding no abuse of discretion by the trial court in approving a settlement that allocates $0 toward the settlement of PAGA claims that were at issue in the lawsuit). Here, the value obtained for settlement of the PAGA claims is significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

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

Plaintiff's counsel is highly experienced in complex representative and class action wage-and-hour litigation. (Young Decl., ¶¶ 33-36; Declaration of Kevin Mahoney ¶ 4.) In the view of Plaintiffs' counsel, the benefit conferred by the settlement is eminently fair and reasonable, and is in the best interests of the State and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement. (Young Decl., ¶ 22.) Furthermore, courts have acknowledged that "the interests of plaintiff, counsel, and other potentially aggrieved employees are largely aligned. All stand to gain from proving as convincingly as possible as many Labor Code violations as the evidence will sustain[.]" (*Williams*, *supra*, 3 Cal.5th at p. 548–49 (*citing* Lab. Code, § 2699, subd. (g)(1)(i)).

VI. PLAINTIFF AND PLAINTIFF'S COUNSEL REQUEST APPROVAL OF THE ATTORNEY FEE AND COST AWARD, WHICH DEFENDANTS DOES NOT OPPOSE

PAGA entitles a prevailing employee in a PAGA action to an award of "reasonable attorney's fees and costs". (Lab. Code, § 2699, subd. (g)(1).) Here, Plaintiff's counsel seeks an award of 1/3 of the GSA, or forty-one thousand six hundred sixty-six dollars and sixty-seven cents ($41,666.67) for the successful prosecution of this action. PAGA provides for an award of "reasonable fees" but does not provide a specific standard for evaluating what is "reasonable" in connection with the settlement of PAGA claims. *Rincon v. West Coast Tomato Growers, LLC* (S.D. Cal., Feb. *Rincon v. West Coast Tomato Growers, LLC* (S.D. Cal., Feb. 12, 2018, No. 13-CV-2473-JLS (KSC)) 2018 WL 828104, at *5.) Courts have frequently applied the common method approach to approving fee awards in PAGA settlements. (*Ibid. see also Bruce v. Del Monte Foods, Inc.* (N.D. Cal., Mar. 29, 2018, No. 16-CV-05891-JD) 2018 WL 8017998, at *2.) Here, a common fund was created from which will be paid attorney's fees, costs, the representative enhancement and civil penalties, with seventy five percent (75%) provided to the LWDA and twenty five percent (25%) distributed to the aggrieved employees. The 1/3 requested by Plaintiff is fair and reasonable given the results achieved for the State and the aggrieved employees and in furtherance of the purpose of PAGA. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Gutilla v. Aerotek, Inc.* (E.D. Cal., Mar. 22, 2017, No. 115CV00191DADBAM) 2017 WL 2729864, at *3 (approving PAGA settlement based on showing the settlement meets the statutory requirements set forth by PAGA and is fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals).

A. Common Fund Doctrine

Under the 'common fund' doctrine, 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.' (*Boeing Co.*, *supra*, 444 U.S. at p. 478.) The Supreme Court has explained:

> The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit.

(*Ibid.* (citation omitted).)

In common fund cases, a variant of the usual rule applies and the winning party pays his or her own attorneys' fees; in fee-shifting cases, the usual rule is rejected and the losing party covers the bill. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967 (*citing Wininger v. SI Management L.P.* (9th Cir. 2002) 301 F.3d 1115). In a typical 'common fund' case, the defendant pays the entire lump sum settlement and has no further interest in the amount of the fee award, as any reduction in the fee award reverts to the class members. (*Id.* at p. 971.) The common fund doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, the court may spread litigation costs proportionally among all the beneficiaries to compensate those who created the fund. From the common fund created in this case, seventy five percent (75%) of the net fund will be paid to the LWDA and twenty five percent (25%) will be paid to the aggrieved employees. Thus, California cases affirm the continued validity of percentage fee awards in state cases, and the requested fee of one-third of the Gross Settlement Amount should be awarded here.

B. The Lodestar Method

Although not necessary, courts can cross-check the reasonableness of the percentage fee through a lodestar calculation. (*Laffitte*, *supra*, 1 Cal.5th at p. 573–574.) Courts acknowledge the utility of the lodestar method in statutory fee shifting cases like this one. (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 33.) Under the "lodestar multiplier" method, the court ascertains Plaintiff's counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. *PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095–96; *Lealao*, *supra*, 82 Cal.App.4th at p. 43 (court has discretion to use multiplier to ensure the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.) When performing a cross-check of the percentage method with the lodestar, courts have found multipliers of 2 to 4 to be presumptively reasonable. *Laffitte,* 1 Cal.5th at 559, 575 (2.03 to 2.13 multiplier sought was approved); *Wershba*, *supra*, 91 Cal.App.4th at p. 225 (multipliers can range from 2 to 4 or higher); *In re Omnivision* (N.D. Cal. 2007) 558 F.Supp.2d 1036, 1046 (courts have approved multipliers up to 4); *Dyer v. Wells Fargo Bank, N.A.* (N.D. Cal. 2014) 303 F.R.D. 326, 334 (a 2.83 lodestar multiplier was approved by the court.)

There was a significant amount of work performed by Plaintiff's counsel. Counsel in this case have spent over fifty-eight and nine tenths (58.90) hours (not including the additional hours estimated to be expended on the case regarding the resolution of disputes and payments to the Aggrieved Employees and state) for a total lodestar of thirty-seven thousand nine hundred fifty dollars ($37,950.00), which does not include the anticipated 7-8 more hours to attend the hearing and subsequent work with the Administrator and/or Aggrieved Employees. (Young Decl., ¶ 25, Ex. D). The issue on this motion is not why the court should award a fee to commensurate with thirty-three percent (33%) of the settlement amount, but why the court should not award such a fee. The settlement comes after protracted litigation, and mediation. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted in light of various factors. (*Serrano*, *supra*, 20 Cal.3d at p. 48). Further, the hourly rates by Plaintiff's counsel are comparable to those of other attorneys with equal or similar experience. The starting point in determining the appropriate hourly fee is to discern the prevailing rate for similar work in the pertinent geographic region. (*See e.g.,* Herr, *Manual for Complex Litigation, §* 14.122 (1984) [reasonable fees are to be calculated according to the prevailing market rates in the relevant community].) Mahoney Law Group, APC has extensively litigated wage and hour class and PAGA actions lawsuits in federal and state court. Mr. Mahoney's rate of $850.00 per hour has been approved in similar type lawsuits in state court. Mr. Young's rate of up to $650.00 per hour has been approved in similar type lawsuits in state court.

Here, as detailed by the hours worked by Plaintiff's counsel in **Exhibit D** attached to the Declaration of John Young, Plaintiff's counsel would be seeking a multiplier of approximately 1.1. (Young Dec., ¶ 25, Ex. D.) As noted above, this multiplier is clearly presumptively reasonable. Therefore, under either the common fund or Lodestar theory, Plaintiff's counsel's requested attorneys' fees are reasonable and should be approved by this court.

C. The Requested "Enhancement" For Plaintiff Is Fair and Reasonable Given Plaintiff's Role as Agent of the State

The named Plaintiff is critical to any PAGA action and an enhancement payment is proper to encourage individuals to assert PAGA claims and shoulder the burden of representing aggrieved employees and the state of California. Named plaintiffs, as opposed to designated class members [or PAGA represented employees] who are not named plaintiffs, are eligible for reasonable incentive payments. (*Willner v. Manpower Inc.* (N.D Cal. June 22, 2015) 2015 U.S. Dist. LEXIS 80697, *24-25 (quoting *Staton*, *supra*, 327 F.3d at p. 977). "These awards are discretionary ... and are intended to compensate class representatives [or PAGA named plaintiffs] for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393–94 (quoting *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948).

"Incentive awards" or "enhancement payments" are routinely approved for a plaintiff's role in bringing an action for the benefit of others and to recognize their work as a private attorney general. (*Rodriguez*, *supra*, 563 F.3d at p. 958, citing *Newberg on Class Actions* § 11:38, 81 (4th ed., 2002). Courts routinely award meaningful enhancement payments. *Carlin v. DairyAmerica, Inc.* (E.D. Cal. 2019) 380 F.Supp.3d 998, 1026 ($45,000 incentive fee awarded to each representative); *Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2014) 303 F.R.D. 611; *Cellphone Termination Fee Cases*, *supra*, 186 Cal.App.4th at p. 1393–94 ($10,000.00 incentive fee approved). Incentive awards of one percent (1%) of the total settlement fund are routinely approved. *See, e.g.*, *Brotherton v. Cleveland* (S.D. Ohio 2001) 141 F.Supp.2d 907, 913–14 (approving $50,000.00 enhancement based on $5.25 million settlement (*Enterprise Energy Corp. v. Columbia Gas Transmission Corp.* (S.D. Ohio 1991) 137 F.R.D. 240, 250–51 (awarding $300,000.00 in enhancements based upon $30 million settlement).)

Plaintiff has spent a considerable amount of time from the inception of this action assisting Plaintiff's counsel prosecuting this case. (Declaration of Jose Vasquez, ¶ 7.) Given the risks taken by Plaintiff in bringing this action, time spent assisting counsel in securing this benefit for the State and other Aggrieved Employees, two thousand five hundred dollars ($2,500.00) is fair and reasonable.

VII. THE PROPOSED NOTICE TO THE PAGA SETTLEMENT GROUP MEMBERS SHOULD BE APPROVED

Although PAGA does not require notice to unnamed Aggrieved Employees of a settlement, the Parties prepared, and now present for the Court's consideration and approval, the Proposed Notice of Settlement for transmission to the Aggrieved Employees, substantially in the form attached as Exhibit A to the Settlement Agreement. The Proposed Notice informs the Aggrieved Employees about this action and the settlement. Accordingly, the Parties respectfully request that the Court approve the Proposed Notice of Settlement for transmission to the Aggrieved Employees.

VIII. THE PROPOSED SETTLEMENT ADMINISTRATION COSTS ARE FAIR, ADEQUATE, AND REASONABLE, AND SHOULD BE APPROVED

As set forth in the Settlement Agreement, the Parties have agreed to retain Phoenix Class Action Administration Solutions to handle the administration of the Settlement. The fees and expenses of the Settlement Administrator are estimated not to exceed five thousand eight hundred twenty-two dollars and fifteen cents ($5,822.15). (Young Decl., ¶ 31.) These costs include, but are not limited to, expenses for preparing, printing, and mailing the Notice Packet and Settlement Share checks to the Aggrieved Employees; performing skip-trace searches; re-mailing the returned Notice Packet and Settlement Share checks to any new addresses obtained; handling inquiries from Aggrieved Employees regarding the Settlement; preparing the associated tax forms; and transmitting payments, among other things. Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of up to five thousand eight hundred twenty-two dollars and fifteen cents ($5,822.15) to Phoenix Class Action Administration Solutions, a necessary third-party for handling the settlement process. (Young Decl., ¶ 31.)

IX. CONCLUSION

The settlement is fair, adequate, and reasonable, as it represents a reasoned compromise of disputed claims that has been reached through arm's-length negotiations, and considers the risks, complexity, and expense of further litigation. The Parties therefore respectfully request that the Court approve the Settlement, including the plan of allocation and distribution of the Gross Settlement Amount for payments to the LWDA and the Aggrieved Employees, Attorneys' Fees, Litigation Costs, and Settlement Administration Costs.

Dated: December 16, 2025

MAHONEY LAW GROUP, APC

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Kevin Mahoney, Esq.
John A. Young, Esq.
Attorney for Plaintiff
JOSE VASQUEZ MOLINA

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **December 16, 2025,** I served [X] true copies [ ] originals of the following document(s): **NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND ENTER FINAL JUDGMENT.** I served the document(s) on the person(s) below as follows:

Timothy Nelson, Esq. Medina McKelvey LLP 925 Highland Pointe Drive, Suite 300 Roseville, CA 95678	Attorneys for Defendant, Partners Personnel - Management Services, LLC Phone: (916) 960-2211 Email: tim@medinamckelvey.com
Kate Den Bleyker, Esq. O'Hagan Meyer LLP 550 S Hope Street, Suite 2400, Los Angeles, CA 90071	Attorneys for Defendant, Prime Matter Labs West, LLC Phone: (213) 647-0041 Email: kdenbleyker@ohaganmeyer.com

The document(s) were served by the following means:

☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASEANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 16, 2025**, at Long Beach, California.

Maryann Barreto