HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Kristopher N. Tayyeb (SBN 320126)
ktayyeb@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE TARIFA, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

ELLIS FAMILY STORES, LLC, a California limited liability company; GLENDALE DODGE, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV13954

[*Assigned for all purposes to the Hon. Theresa M. Traber, Dept. SSC-1*]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES, COSTS, AND SERVICE PAYMENT

Date: January 20, 2027
Time: 10:30 a.m.
Dept.: 1

Complaint filed: June 4, 2024
Trial Date: None Set

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 20, 2027, at 10:30 a.m., or as soon thereafter as the matter may be heard in Department 1 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Jose Tarifa ("Plaintiff"), individually and on behalf of the State of California and other Aggrieved Employees, will, and hereby does, move this Court for entry of an Order as follows:

1. Granting approval, pursuant to California Labor Code § 2699(l), of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, *et seq.*) and as set forth in the Parties' PAGA Settlement Agreement, a true and correct copy of which is attached to the Declaration of Sean M. Blakely filed concurrently herewith;
2. Appointing ILYM Group, Inc. as the Settlement Administrator;
3. Approving the proposed Notice of PAGA Settlement and Release of Claims ("Notice") as to form and content, and directing that it be distributed to the Aggrieved Employees pursuant to the terms of the Settlement Agreement;
4. Directing the funding and distribution of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement;
5. Approving an award of attorneys' fees to Plaintiff's counsel of $28,316.66 and an award of litigation costs to Plaintiff's counsel in the amount of $4,996.16;
6. Approving a service payment of $6,000.00 to Plaintiff for his services to the Aggrieved Employees and the State of California;
7. Approving $5,000.00 in administration costs to ILYM Group, Inc.;
8. Approving the payment of $30,477.89 to the California Labor & Workforce Development Agency ("LWDA") for its share of PAGA civil penalties; and
9. Approving the payment of $10,159.29 to the Aggrieved Employees on a pro rata basis based on number of pay periods worked during the PAGA Period.

/ / /

This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the declaration of Sean M. Blakely and all exhibits attached thereto; the declaration of Paul K. Haines; the declaration of Anthony Rogers of ILYM Group, Inc. and all exhibits attached thereto; the declaration of Plaintiff Jose Tarifa; the Settlement Agreement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Respectfully submitted,

Dated: October 29, 2026

HAINES LAW GROUP, APC

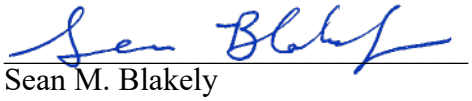
By: 
Sean M. Blakely
Attorneys for Plaintiff

TABLE OF CONTENTS

I. INTRODUCTION 1

II. SUMMARY OF THE LITIGATION 3

A. Brief Factual Background and Summary of Claims 3

B. Relevant Procedural History 3

III. SUMMARY OF THE SETTLEMENT 4

A. "PAGA Members" Defined 4

B. Monetary Terms 4

1. Attorneys' Fees and Costs, Administration Costs, and Plaintiff's Service Payment 5

2. Payment to LWDA and Aggrieved Employees 5

3. Funding of the Settlement 6

IV. LEGAL ARGUMENT 6

A. Standards for Approval of a PAGA Settlement 6

1. Factors in Evaluating a Representative PAGA Settlement 8

a. The Strength of Plaintiff's Case 9

b. Risk, Expense, Complexity, and Duration of Further Litigation 12

c. Amount Offered in Settlement Given Realistic Value of Claims 12

d. Discovery Completed and the Status of Proceedings 14

e. The Experience and Views of Counsel 14

B. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Settlement Fund 14

C. The Requested Litigation Costs and Settlement Administration Costs Are Fair, Reasonable, and Adequate 18

D. The Court Should Approve Plaintiff's Requested Service Payment Because It Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks He Assumed in This Litigation. 19

V. CONCLUSION 20

TABLE OF AUTHORITIES

Federal Cases

Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc., 455 F.2d 101 (7th Cir. 1972) 9

Harris v. Marhoefer, 24 F.3d 16 (9th Cir. 1994) 19

In re Immune Response Sec. Litig., 497 F.Supp.2d 1166 (S.D. Cal. 2007) 19

In re Pac. Enter. Sec. Litig., 47 F.3d 373 (9th Cir. 1995) 14

In re Rite Aid Corp. Sec. Litig., 396 F.3d 294 (3d Cir. 2005) 15

Linney v. Cellular Alaska Partnership, 151 F.3d 1234 (9th Cir. 1998) 13

Officers for Justice v. Civil Service Com., 688 F.2d 615 (9th Cir. 1982) 6

Rawlings v. Prudential-Bache Properties, Inc., 9 F.3d 513 (6th Cir. 1993) 115

Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co. 460 F.3d 1253 (9th Cir. 2006) 19

Van Vranken v. Atlantic Richfield Co., 901 F. Supp. 294 (N.D. Cal. 1995) 19

State Cases

Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct., 46 Cal.4th 993 (2009) 8

Amaral v. Cintas Corp. No. 2, 163 Cal.App.4th 1157 (2008) 12

Arias v. Sup. Ct., 46 Cal. 4th 969 (2009) 8

Bell v. Farmers Ins. Exch., 115 Cal.App.4th 715 (2004) 19

Brinker Restaurant Corporation v. Superior Court, 53 Cal.4th 1004 (2012) 10

Carrington v. Starbucks Corp., 30 Cal.App.5th 504 (2018) 12, 13

Chavez v. Netflix, Inc., 162 Cal.App.4th 43 (2008) 15, 16

Clark v. Am. Residential Serv. LLC, 175 Cal.App.4th 785 (2009) 9

Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors 76 Cal.App.3d 241 (1977) 16

Consumer Privacy Cases, 175 Cal.App.4th 545 (2009) 17

Dunk v. Ford Motor Co., 48 Cal.App.4th 1794 (1996) 8

Gouskos v. Aptos Village Garage, Inc., 94 Cal.App.4th 754 (2001) 14

Graciano v. Robinson Ford Sales, 144 Cal.App.4th 140 (2006) 14

Iskanian v. CLS Transp. Los Angeles, LLC, 59 Cal.4th 348 (2014) 7

Ketchum v. Moses, 24 Cal.4th 1122 (2001) 16
Kullar v. Foot Locker Retail, Inc., 168 Cal.App.4th 116 (2008) 9, 14
Laffitte v. Robert Half Int'l, Inc., 1 Cal.5th 480 (2016) 15, 16
Mallick v. Sup. Ct., 89 Cal.App.3d 434 (1979) 8
Maria P. v. Riles, 43 Cal.3d 1281 (1987) 15
Price v. Starbucks Corp., 192 Cal.App.4th 1136 (2011) 11
Robinson v. Southern Counties Oil Co., 53 Cal.App.5th 476 (2020) 8
Serrano v. Priest, 20 Cal.3d 25 (1977) 15, 16
Serrano v. Unruh, 32 Cal.3d 621 (1982) 15
Thayer v. Wells Fargo Bank, 92 Cal.App.4th 819 (2001) 16
Thurman v. Bayshore Transit Mgmt., Inc., 203 Cal.App.4th 1112 (2012) 11, 13
Wershba v. Apple Computer, Inc., 91 Cal.App.4th 224 (2001) 9
Westside Comty. for Independent Living, Inc. v. Obledo, 33 Cal.3d 348 (1983) 15
ZB, N.A. v. Sup. Ct., 8 Cal.5th 175 (2019) 7

State Statues and Rules

Labor Code § 201 11
Labor Code § 202 11
Labor Code § 203 11
Labor Code § 226(a) 11
Labor Code § 2699(l) 6
Labor Code § 2699(f)(2) 12

Unpublished Cases

Aguirre v. DSW, Inc.
No. DCV-11-01522-GW (SPx)
2012 WL 11875296 (C.D. Cal. Nov. 29, 2012) 17
Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.
No. 05cv1199–IEG–CAB
2009 WL 2448430 (S.D. Cal. 2009) 13
Ashker v. Sayre

2011 WL 825713 (N.D. Cal. Mar. 7, 2011) 19

Boyd v. Bank of Am. Corp.

No. SACV-13-0561-DOC (JPRx)

2014 WL 6473804 (C.D. Cal. Nov. 18, 2014) 17

Cabrera v. Advantage Sale & Marketing, LLC

Case No. BC485259

2013 WL 1182822 (Super. Ct. L.A. County, Mar. 12, 2013) 2

Casida v. Sears Holdings Corp.

2012 WL 253217 (E.D. Cal. Jan. 26, 2012) 7

Chavez v. Saticoy Lemon Ass'n

2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) 15

Chu v. Wells Fargo Inv., LLC

2011 WL 672645 (N.D. Cal. Feb. 16, 2011) 17

Clavel v. Lupe's Thousand Oaks Mexican Restaurant, Inc.

2016 WL 1601223 (Ventura Cty. Super. Ct., Mar. 25, 2016) 15, 16

Fleming v. Covidien, Inc.

No. ED-CV-10-1487-RGK

2011 WL 7563047 (C.D. Cal. Aug. 12, 2011) 11, 12, 13

Franco v. Ruiz Food Prods.

No. 1:10-cv-02354-SKO

2012 WL 5941801 (E.D. Cal. Nov. 27, 2012) 17

Garcia v. Gordon Trucking, Inc.

No. 1:10-cv-0324-AWI-SKO

2012 WL 5364575 (E.D. Cal. Oct. 31, 2012) 17

In re TD Ameritrade Account Holder Litig.

2011 WL 4079226 (N.D. Cal. Sept. 13, 2011) 6

Jamil v. Workforce Res., LLC

No. 18-CV-27 JLS (NLS)

2020 WL 6544660 (S.D. Cal. Nov. 5, 2020) 17

Mendez v. Tween Brands, Inc.
2010 WL 2650571 (E.D. Cal. Jul. 1, 2010) 7
Ochoa-Hernandez v. Cjaders Foods, Inc.
No. C-08-2073-MHP
2010 WL 1340777 (N.D. Cal. Apr. 2, 2010) 7, 8
Penaloza v. PPG Industries Inc.
Case No. BC471369
2013 WL 2917624 (Super. Ct. L.A. County, May 20, 2013) 2
Trang v. Turbine Engine Components Technologies Corp.
No. CV 12–07658 DDP (RZx)
2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) 12, 13

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jose Tarifa ("Plaintiff"), an "aggrieved employee" under the Private Attorneys General Act of 2004 ("PAGA"), respectfully moves this Court for an Order granting approval of the Settlement Agreement ("Settlement") with Ellis Family Stores, LLC, and Glendale Dodge, LLC ("Glendale Dodge").[1] This PAGA representative action seeks civil penalties predicated on Glendale Dodge's alleged violations of the California Labor Code from June 4, 2023, through January 14, 2026 (the "PAGA Period"). The proposed Settlement, under which Glendale Dodge has agreed to pay a non-reversionary Gross Settlement Amount of Eighty-Four Thousand Nine Hundred Fifty Dollars and Zero Cents ($84,950.00), will resolve Plaintiff's representative claims filed on behalf of the State of California and all "PAGA Members," which includes all non-exempt employees who worked for Glendale Dodge in California during the PAGA Period.

Notably, the relief provided for under the Settlement, and the claims released thereunder, are *solely* for the payment of *civil penalties* under the PAGA, and not for any underlying Labor Code violations. The release also encompasses only PAGA civil penalties based upon the factual allegations and theories alleged by Plaintiff in this Action, and only for claims arising during the PAGA Period, which runs from June 4, 2023, through January 14, 2026.

In deciding whether to grant approval of the Settlement, the primary issue is whether the Settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it: (1) is the product of arm's-length negotiations; (2) was negotiated by attorneys experienced in wage-and-hour issues and PAGA litigation with the assistance of an experienced, neutral mediator; (3) was negotiated after undertaking sufficient informal discovery and investigation to evaluate the relative strength and value of Plaintiff's PAGA claim and Glendale Dodge's defenses thereto;

[1] The proposed PAGA Settlement Agreement is attached as **Exhibit 1** to the Declaration of Sean M. Blakely filed herewith. The Proposed Notice of PAGA Settlement is attached as **Exhibit A** to the Settlement Agreement. All terms in the Motion have the same definitions as used in the Settlement.

and (4) reflects a reasoned compromise based on the relative strength and value of the PAGA claim, as well as the risks, expenses, complexity, and likely duration of further litigation.

As noted, the Settlement provides for a non-reversionary Gross Settlement Amount of $84,950.00. Settlement, § 1.12. After deducting amounts for requested attorneys' fees ($28,316.66), litigation costs ($4,996.16), Plaintiff's service payment ($6,000.00), and settlement administration costs ($5,000.00), the Settlement provides for distribution of a PAGA Payment of approximately $40,637.18 to be paid to PAGA Members and the California Labor & Workforce Development Agency ("LWDA"). Settlement, §§ 1.24, 3.2.4; *see also* Declaration of Sean M. Blakely ("Blakely Decl."), ¶ 12, Exhibit 3; Declaration of Anthony Rogers ("Rodgers Decl."), ¶ 7, Exhibit B.

The PAGA Payment shall be distributed 75% (approximately $30,477.89) to the LWDA, and 25% (approximately $10,159.29) to PAGA Members, pursuant to the requirements of the PAGA as codified in Lab. Code § 2699(i). *See* Settlement, § 3.2.4. There are approximately 143 Aggrieved Employees, resulting in average payments of approximately $71.04 to each Aggrieved Employee. *Id.*; Blakely Decl., ¶ 12.

The Settlement represents a positive result for the State of California and PAGA Members. Further litigation may have resulted in a smaller recovery or even no recovery at all, based on the defenses asserted by Glendale Dodge and the significant ongoing litigation risks. Moreover, the Gross Settlement Amount is greater than other PAGA penalty awards that have been approved as reasonable. *See, e.g., Penaloza v. PPG Industries Inc*., Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving total PAGA set-aside of $5,000, or $7.49 per employee); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, Mar. 12, 2013) (approving PAGA set-aside of $10,000, or $3.33 per employee). The amounts requested for attorneys' fees and costs, Plaintiff's service payment, and settlement administration costs are all fair, adequate, and reasonable. Thus, Plaintiff respectfully requests that the Court enter the [Proposed] Judgment and Order submitted concurrently herewith.

/ / /

II. SUMMARY OF THE LITIGATION

A. Brief Factual Background and Summary of Claims

In operation for more than 40 years, Defendants own and operate two car dealerships: Glendale Dodge, LLC owns and operates Glendale Dodge Chrysler Jeep Ram, and Ellis Family Stores, LLC owns and operates Glendale Alfa Romeo and Fiat. Blakely Decl., ¶ 8. Plaintiff worked for Glendale Dodge in the non-exempt position of "Auto Tech" from approximately February 2020 until approximately June 2024, performing internal repairs on cars at both of the above dealership locations. *See* Declaration of Plaintiff Jose Tarifa ("Tarifa Decl."), ¶ 2. Plaintiff, like all PAGA Members, was employed by Glendale Dodge in California as a non-exempt employee during the PAGA Period and was subject to Glendale Dodge's wage and hour policies and practices. *Id.*

Plaintiff's PAGA claim is predicated primarily on allegations that he and other non-exempt employees were not compensated for all hours worked, were not provided compliant meal and rest periods, were not adequately reimbursed for all necessary work expenditures, and were not provided with accurate and compliant wage statements. As explained below, Glendale Dodge denies Plaintiff's allegations and has asserted several affirmative defenses to his claims.

B. Relevant Procedural History

On June 4, 2024, Plaintiff filed a class action complaint against Defendants Ellis Family Stores, LLC and Glendale Dodge, LLC (collectively, "Glendale Dodge") asserting several causes of action under the California Labor Code. Blakely Decl., ¶ 9. That same day, Plaintiff submitted his notification letter to the LWDA and Glendale Dodge regarding Glendale Dodge's alleged Labor Code violations and his intent to pursue a PAGA representative action, as required by Labor Code § 2699.3. *Id.*, **Exhibit** 2. On August 9, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint to add a cause of action for civil penalties under PAGA. *Id*. During the Parties' initial meet and confer discussions, Glendale Dodge produced an arbitration agreement signed by Plaintiff during his employment with Glendale Dodge that contained a class action waiver. *Id.* On December 30, 2024, the court ordered Plaintiff's individual and non-representative PAGA claims to arbitration, stayed his representative PAGA claims, and dismissed

Plaintiff's class claims without prejudice. *Id*.

On January 14, 2026, the Parties participated in mediation with Craig J. Ackerman, Esq., a well-respected wage and hour mediator. Blakely Decl., ¶¶ 10-11. Prior to mediation, Glendale Dodge produced, through informal discovery, information and documents pertaining to Plaintiff and other Aggrieved Employees, including, but not limited to, payroll and timekeeping records for Plaintiff and approximately 10% of the PAGA Members. *Id*. Additionally, Glendale Dodge provided several data points, including the number of PAGA Members and the number of aggregate pay periods worked by PAGA Members during the PAGA Period, and its employee handbook and other written policies in effect during the PAGA Period, in order for Plaintiff's counsel to investigate Plaintiff's allegations and value the claims prior to mediation. *Id*. Plaintiff conducted a comprehensive analysis and extrapolation of the data produced by Glendale Dodge to calculate Glendale Dodge's potential PAGA exposure. *Id*.

During mediation, the Parties vigorously debated Plaintiff's ability to proceed on a representative basis, the legal basis for Plaintiff's claims and defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. Blakely Decl., ¶ 11. With the assistance of Mr. Ackerman, the Parties agreed to fully and finally resolve Plaintiff's PAGA claim. *Id*. Over the following months, the Parties negotiated and finalized the Settlement now before the Court. *Id*.

III. SUMMARY OF THE SETTLEMENT

A. "PAGA Members" Defined

The "PAGA Members" under the Settlement consist of all non-exempt employees who worked for Glendale Dodge in California during the PAGA Period. *See* Settlement, § 1.26. The number of PAGA Members, including Plaintiff, is estimated to be approximately 143 individuals. Blakely Decl., ¶ 12. The PAGA Period is defined as the time period from June 4, 2023, through January 14, 2026. *See* Settlement, § 1.23.

B. Monetary Terms

The Settlement provides for Glendale Dodge's payment of a non-reversionary Gross Settlement Amount of $84,950.00. *See* Settlement, §§ 1.12, 3.1. After deducting requested

attorneys' fees, litigation costs, Plaintiff's Service Payment, and administration costs, the Settlement provides for the PAGA Payment to be distributed 75% to the LWDA and 25% to PAGA Members per Labor Code § 2699(i). Settlement, §§ 1.16, 1.24, 3.2.4. The 25% portion to PAGA Members shall be distributed based on each PAGA Members' proportional number of pay periods worked for Glendale Dodge in California during the PAGA Period. *Id*., § 3.2.5.

1. *Attorneys' Fees and Costs, Administration Costs, and Plaintiff's Service Payment*

Plaintiff's counsel requests one-third of the Gross Settlement Amount (i.e., $28,316.66) in attorneys' fees, and $4,996.16 in litigation costs. *See* Settlement, § 3.2.2; Blakely Decl., ¶¶ 22-23, Exhibit 3. As discussed in detail below, a fee award of one-third of the Gross Settlement Amount is fair, adequate, and reasonable as a percentage of the settlement fund and is in line with fee awards in other PAGA settlements.

The parties have agreed to engage ILYM Group, Inc. ("ILYM") as the third-party settlement administrator. *See* Settlement, § 1.3. ILYM will update the PAGA Members addresses using the National Change of Address database, calculate and distribute Individual PAGA Payments, mail payments to all PAGA Members together with the Notice, and perform other duties that are integral to the effectuation of the Settlement. *Id.*, §§ 4.5.1-4.5.2. Plaintiff requests that the Court approve $5,000.00 in administration costs to ILYM, which will cover all costs incurred by ILYM in connection with the Settlement. *Id.,* § 3.2.3; *see also* Rogers Decl., Exhibit B.

Finally, Plaintiff requests a service payment of $6,000.00, in recognition of Plaintiff's contributions to this case and his efforts in bringing this case to successful resolution. *See* Settlement, § 3.2.1; Tarifa Decl., ¶¶ 4-7.

2. *Payment to LWDA and Aggrieved Employees*

The PAGA Payment will be distributed 75% to the LWDA and 25% to PAGA Members, pursuant to Labor Code § 2699(i); Settlement, § 1.24, 3.2.4. Based on the above requested distributions, the PAGA Payment is estimated to be $40,637.18, with $30,477.89 paid to the LWDA and $10,159.29 distributed to the PAGA Members. Blakely Decl., ¶ 12. As noted, there

are approximately 143 total Aggrieved Employees. *Id.*. Thus, it is anticipated that overall, the Aggrieved Employees will receive average Settlement payments of approximately $71.04. Blakely Decl., ¶ 12.

3. *Funding of the Settlement*

No later than thirty (30) days after receipt of the settlement accounting from ILYM, and provided ILYM has provided funding instructions to Glendale Dodge's Counsel, Glendale Dodge shall wire the Gross Settlement Amount into the Qualified Settlement Fund for distribution. *See* Settlement, § 4.3. Within ten (10) calendar days after the Settlement has been fully funded, ILYM will mail checks for the LWDA Payment, Individual PAGA Payments, Fees Award, Cost Award, Service Payment, and Administration Expenses. *Id.*, § 4.5.

Funds from any settlement checks remaining uncashed after the void date (180 days after the date of mailing) will be sent by ILYM to the California State Controller's Office for deposit in the Unclaimed Property Division in the name of the PAGA Member. *Id.*, § 4.5.3.

IV. LEGAL ARGUMENT

A. Standards for Approval of a PAGA Settlement

The settlement of a PAGA claim requires court approval pursuant to the PAGA statute, which states that the "court shall review and approve any settlement of any civil action filed pursuant to this part." Labor Code § 2699(l). Of course, "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." *See In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 at *9 (N.D. Cal. Sept. 13, 2011). "[T]he very essence of a settlement is… 'a yielding of absolutes and an abandoning of highest hopes,'" as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." *Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir. 1982). As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Id*.

Although the PAGA statute does not set forth the criteria by which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a

class action settlement. However, "a PAGA claim asserted on a non-class representative basis…is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 WL 253217 at *3 (E.D. Cal. Jan. 26, 2012); *Mendez v. Tween Brands, Inc.*, 2010 WL 2650571 at *4 (E.D. Cal. Jul. 1, 2010) ("PAGA claims are law enforcement actions, not class actions"). A court's review of a PAGA settlement implicates the following unique features that render the approval process distinct from approval of a class action settlement.

First, in evaluating a PAGA settlement, the court is not concerned with amount(s) received by "aggrieved employees," but rather, must focus on the total settlement amount in achieving PAGA's objective. "The remedy sought in a PAGA suit consists of civil penalties, not individual or class damages." *Mendez,* 2010 WL 2650571 at *4. "Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." *Ochoa-Hernandez v. Cjaders Foods, Inc.*, No. C-08-2073-MHP, 2010 WL 1340777 at *4 (N.D. Cal. Apr. 2, 2010). As our Supreme Court confirmed, "PAGA claims are 'representative' actions in the sense that they are brought on the state's behalf. The employee… 'represents the same legal right and interest as' those agencies — 'namely, recovery of civil penalties that otherwise would have been assessed and collected by the [LWDA].'" *ZB, N.A. v. Sup. Ct.*, 8 Cal.5th 175, 185 (2019) (citing *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348, 380 (2014)).

Moreover, while "'[a PAGA] action is … designed to protect the public and penalize the employer for past illegal conduct" (*Mendez*, 2010 WL 2650571 at *4), a PAGA settlement – like any settlement – involves a compromise that stops short of rendering findings of liability and damages. "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." *Ochoa-Hernandez,* 2010 WL 1340777 at *4.

Second, consistent with the fact that unnamed employees have no property interest in a

PAGA claim,[2] "[u]nnamed 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*, 2010 WL 1340777 at *5; *see also Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476, 482 (2020) (recognizing that "there is no mechanism for opting out of the judgment entered on the PAGA claim."). This renders the approval process of a PAGA settlement distinct from a class action settlement, as the Court need not employ the "two-step approval process" required for class action settlements under Fed. R. Civ. Proc. Rule 23(e) and Cal. Rule of Court 3.769.

Finally, unlike a class action settlement under Fed. R. Civ. Proc. Rule 23(e) or Cal. Rule of Court 3.769, the scope of release in a PAGA settlement is limited to *civil penalties*. While "judgment in [a PAGA] 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…the non-party employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." *Arias v. Sup. Ct.*, 46 Cal. 4th 969, 986-87 (2009). Thus, the scope of release in a PAGA settlement is strictly confined to PAGA penalties.

1. *Factors in Evaluating a Representative PAGA Settlement*

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Sup. Ct.,* 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

> [T]he strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

[2] "The [PAGA] does not create property rights or any other substantive rights" as "[i]t is simply a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." *See Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th 993, 1003 (2009).

Id. These factors require balancing, are non-exhaustive, and trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*. In the context of a PAGA settlement, the third and eighth factors (risk of maintaining class action status and reaction of class members to settlement) are inapplicable.

Because settlements inherently involve compromise, even a settlement providing for substantially narrower relief than might be obtained if the suit were successfully litigated can be reasonable because "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001) (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)). In addition, courts review the discovery process and information received through it to aid them in assessing whether the parties sufficiently developed the claims and their supporting factual bases before reaching settlement. *Kullar v. Foot Locker Retail, Inc.,* 168 Cal.App.4th 116, 129-31 (2008). Information is sufficient where it allows the parties and the court to form "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Clark v. Am. Residential Serv. LLC,* 175 Cal.App.4th 785, 801 (2009). This requirement exists so that the parties can provide the court with "a meaningful and substantiated explanation of the manner in which the factual and legal issues have been evaluated." *Kullar,* 168 Cal.App.4th at 132.

a. <u>The Strength of Plaintiff's Case</u>

Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial. Blakely Decl., ¶ 13. Glendale Dodge successfully enforced Plaintiff's arbitration agreement against him, and on December 30, 2024, the court compelled Plaintiff's individual PAGA claims to arbitration and stayed his representative PAGA claims. *Id.*, ¶ 9.

Glendale Dodge presented multiple defenses with respect to Plaintiff's claims. For example, Plaintiff contends that Glendale Dodge paid Plaintiff and other non-exempt employees on a piece-rate or commission basis per repair completed (noted as "Dodge Flat Flag Rate" or "tech efficiency" bonuses), and that they were not separately compensated for time spent working

on non-repair-related tasks, which were not and could not be compensated on a commission basis. Blakely Decl., ¶ 14. Glendale Dodge counters that its pay plan directly compensates technicians on an hourly basis for all time worked, with a production bonus based on flag hours paid on top of the hourly pay, and that this structure complies with California law and separately compensates for paid rest periods. *Id*.

With respect to Plaintiff's meal period claims, Glendale Dodge counters that it maintained compliant written meal period policies throughout the PAGA Period and provided compliant meal periods in line with those policies. Blakely Decl., ¶ 15. Glendale Dodge further contends that it has always provided employees with the opportunity to take meal periods and is not required to ensure they are taken. *Id*.; *see Brinker Restaurant Corporation v. Superior Court*, 53 Cal.4th 1004, 1034 (2012) (rejecting "ensure" standard). Additionally, Glendale Dodge maintains that when employees worked shifts in excess of 10.0 hours (but less than 12.0 hours), it provided them a second meal period, and any employee who did not take that second meal period voluntarily chose not to do so. *Id*.; *see Brinker*, 53 Cal.4th at 1034. Finally, Glendale Dodge maintains Plaintiff's meal period claim is not suited for representative treatment, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and (for second meals) whether they voluntarily chose not to take the meal period. Blakely Decl., ¶ 15.

With respect to Plaintiff's rest period claims, Glendale Dodge contends that it has maintained and enforced compliant written rest period policies/practices and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any Glendale Dodge policy and/or practice. Blakely Decl., ¶ 16. Glendale Dodge further argues that Plaintiff's rest period claim is not amenable to representative treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. *Id*. These manageability

concerns are especially present with respect to rest period claims, Glendale Dodge argues, given that rest periods are not, and need not be, recorded. *Id*.

With respect to Plaintiff's reimbursement claims, Glendale Dodge maintains that, although technicians were required to provide their own tools, the applicable Wage Order permits an employer to require "an employee whose wages are at least two (2) times the minimum wage provided herein . . . to provide and maintain hand tools and equipment customarily required by the trade or craft." Blakely Decl., ¶ 17. Glendale Dodge contends that PAGA Members fell within this exception to the general reimbursement rule of Labor Code § 2802 and therefore were not entitled to reimbursement for their tools. *Id*.

As a result of Glendale Dodge's alleged failure to pay all minimum wages, overtime wages, meal and rest period premiums, and reimbursement of necessary business expenditures, Plaintiff alleges derivative PAGA claims for failure to issue accurate and itemized wage statements. *See* Labor Code §§ 226(a), 201-203; Blakely Decl., ¶ 18. In response, Glendale Dodge argues that Plaintiff's underlying claims will fail and, as a result, the derivative claims will also fail. *See Price v. Starbucks Corp*., 192 Cal.App.4th 1136, 1147 (2011) ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail"). Glendale Dodge also maintains that any "derivative" PAGA claims for violations of Labor Code Sections 226 or 203 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court. Blakely Decl., ¶ 18.

Glendale Dodge further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2) (authorizing reduction in penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory"). Blakely Decl., ¶ 19. Indeed, Glendale Dodge argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law. *Id*.; *see Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties because "Defendant took their obligations…seriously and attempted to comply with the law"); *Fleming v.*

Covidien, Inc., No. ED-CV-10-1487-RGK, 2011 WL 7563047 at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by over 82%, in part because employer "not aware" of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA penalty of just $5 per pay period where employer made "good faith attempts" to comply with the law).

While Plaintiff was prepared to litigate his claims through trial, Plaintiff faced substantial challenges in prevailing in this matter and obtaining a better result than will be provided through the Settlement. Thus, this factor supports approval.

b. Risk, Expense, Complexity, and Duration of Further Litigation

Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had much formal discovery to conduct if the case did not settle. Substantive motion work and preparation for the arbitration hearing and PAGA trial also remained for the Parties, as well as potential appeals. As a result, the Parties would likely incur considerably more attorneys' fees and costs through trial and possible appeal. The Settlement avoids those risks and the accompanying expense.

c. Amount Offered in Settlement Given Realistic Value of Claims

The proposed Settlement provides a fair and reasonable monetary recovery for the State of California and allegedly PAGA Members in the face of hotly disputed claims. Based on data provided by Glendale Dodge, there were approximately 5,300 Pay Periods worked by the PAGA Members during the PAGA Period. Blakely Decl., ¶ 20; Settlement, § 3.3.

Labor Code § 2699(f)(2) provides for PAGA civil penalties in the amount of $100 for each allegedly Aggrieved Employee per pay period for the initial violation, and $200 for each allegedly Aggrieved Employee per pay period for each subsequent violation. *See* Labor Code § 2699(f)(2). However, courts have interpreted section 2699(f)(2) to only impose the $200 subsequent penalty after an employer has been notified that its conduct violates the Labor Code. *See, e.g., Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL

6618854, at *5 (C.D. Cal. Dec. 19, 2012) ("courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code"); *Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.*, No. 05cv1199–IEG–CAB, 2009 WL 2448430, at *9 (S.D. Cal. 2009) (finding that California law imposes the "subsequent violation penalty" only after an employer has been notified its conduct violates the Labor Code). Therefore, assuming that Plaintiff could prove at least one Labor Code violation in each and every pay period, Plaintiff calculated Glendale Dodge's maximum PAGA exposure at $530,000.00 (5,300 pay periods * $100 per violation). Blakely Decl., ¶ 20.

In light of Glendale Dodge's arguments and defenses described above, Plaintiff discounted that figure by 50% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 65% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately $92,750. Blakely Decl., ¶ 20; *see also, e.g., Thurman,* 203 Cal.App.4th at 1136 (affirming reduction of PAGA penalties); *Fleming,* 2011 WL 7563047 at *5 (reducing PAGA penalties by over 82%); *Carrington*, 30 Cal.App.5th at 529 (affirming PAGA civil penalty of just $5 per pay period).

In the face of Glendale Dodge's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of $84,950.00, which represents approximately 91.5% of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the PAGA Member and was well within the range of reasonableness. Blakely Decl., ¶ 20; *see Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.") (internal quotations omitted).

Approval of the Settlement is appropriate, as the Settlement will provide tangible monetary relief to Aggrieved Employees and the State of California while avoiding the risks and costs of continued litigation and trial.

/ / /

d. Discovery Completed and the Status of Proceedings

As noted, the parties engaged in substantial informal discovery to evaluate the value of Plaintiff's PAGA claim. Glendale Dodge provided Plaintiff with, inter alia, all timekeeping and payroll records for non-exempt employees, additional relevant data points, and its relevant written policies. Blakely Decl., ¶ 10. Only after engaging in mediation and in adversarial discussions about the likelihood of proceeding on a representative basis and prevailing on the merits did the parties reach the proposed Settlement. Thus, this factor supports settlement approval.

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enter. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Plaintiff is represented by experienced wage and hour counsel with decades of combined experience, who believe this Settlement to be fair and adequate for all involved. Blakely Decl., ¶¶ 2-6; *see also*, Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-9. This factor strongly supports settlement approval. *Kullar*, 168 Cal.App.4th at 130 ("The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct").

B. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Settlement Fund

Plaintiff is entitled to attorneys' fees in this PAGA action under Labor Code § 2699(g)(1), which provides that "[a]ny employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorneys' fees and costs." *See also Gouskos v. Aptos Village Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that by obtaining PAGA penalties for the LWDA and PAGA Members, Plaintiff has prevailed. *See Graciano v. Robinson Ford Sales*, 144 Cal.App.4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit." (internal citation omitted)).

A fee award is justified where the legal action has produced its benefits by way of settlement. *See*, *e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Comty. for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff…for the benefit of all results in the creation or preservation of that fund, such plaintiff…may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of Plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure").

Fee awards of one-third of the settlement fund are routinely awarded in California courts in class and representative PAGA actions. The California Supreme Court confirmed its approval of the use of the "percentage of fund" method in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), where it announced "the percentage of fund method survives in California class action cases…" Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id., at 503 (internal citation omitted). Indeed, "[f]ee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008); *see also Chavez v. Saticoy Lemon Ass'n*, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in PAGA settlement); *Clavel v. Lupe's*

Thousand Oaks Mexican Restaurant, Inc., 2016 WL 1601223 (Ventura Cty. Super. Ct., Mar. 25, 2016) (same). This is also consistent with Plaintiff's counsel's experience in similar wage-and-hour class and PAGA matters.

Here, Plaintiff's fee request of one-third of the Gross Settlement Amount (estimated to be $28,316.66), which is the same percentage approved by the California Supreme Court in *Laffitte*, is fair and reasonable based on the percentage of the recovery method, as confirmed by a lodestar cross-check.

In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte,* 1 Cal.5th at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id*. at 506 ("[w]e hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, 20 Cal.3d 25, 48-49 (1977); *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of approximately 12.8). In representative actions such as this one, where Plaintiff's counsel efficiently protected the rights of the allegedly aggrieved employees and where the value of the benefit conferred to the group "can be monetized with a reasonable degree of certainty,"

the Court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175 Cal.App.4th 545, 557 (2009).

In this case, Plaintiff's counsel has a lodestar of approximately $116,790.00 without the use of any multiplier, resulting in a *negative* multiplier compared to the $28,316.66 fee request. Blakely Decl., ¶ 24. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved in other courts. Blakely Decl., ¶ 25; Exhibit 4 (*Laffey* Matrix).

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	$975	3.6	$3,510.00
Sean M. Blakely (17th Year Attorney)	$900	52.4	$47,160.00
Joel M Gordon (15th Year Attorney)	$800	79.5	$63,600.00
Firm Paralegals	$175	14.4	$2,520.00
Total Lodestar			**$ 116,790.00**

Critically, Plaintiff's recovery for the State of California and PAGA Members of approximately $40,637.18 (PAGA Payment) exceeds other PAGA awards approved by California courts. *See, e.g., Aguirre v. DSW, Inc.*, No. DCV-11-01522-GW (SPx), 2012 WL 11875296 at *3 (C.D. Cal. Nov. 29, 2012) (approving $10,000 PAGA payment); *Jamil v. Workforce Res., LLC*, No. 18-CV-27 JLS (NLS), 2020 WL 6544660 at *6 (S.D. Cal. Nov. 5, 2020) (approving $10,000 total PAGA payment, finding the amount "fair and adequate in view of the purposes and policies of PAGA"); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-cv-0324-AWI-SKO, 2012 WL 5364575 at *7 (E.D. Cal. Oct. 31, 2012) (approving $10,000 total PAGA payment, finding that "[t]his comports with settlement approval of PAGA awards in other cases. [Citations.]"); *Boyd v. Bank of Am. Corp.*, No. SACV-13-0561-DOC (JPRx), 2014 WL 6473804 at *8 (C.D. Cal. Nov. 18, 2014) (approving $18,750 PAGA payment); *Franco v. Ruiz Food Prods.*, No. 1:10-cv-02354-SKO, 2012 WL 5941801 at *14 (E.D. Cal. Nov. 27, 2012) (approving $10,000 PAGA payment); *Chu v. Wells Fargo Inv., LLC*, 2011 WL 672645 at *1 (N.D. Cal. Feb. 16, 2011) ($10,000 PAGA payment).

As discussed above, this case presented significant risks to Plaintiff, including the substantial defenses asserted by Glendale Dodge. Plaintiff's counsel conducted extensive research regarding the merits of Plaintiff's claims, his ability to recover PAGA civil penalties, and Glendale Dodge's potential defenses. Blakely Decl., ¶¶ 10-13. Since undertaking representation of Plaintiff, Plaintiff's counsel has dedicated substantial resources to this litigation without receiving any compensation to date. *Id*., ¶ 23. Plaintiff's counsel also performed extensive analysis of data and information produced by Glendale Dodge, informally used this analysis to evaluate Plaintiff's claims, and drafted a comprehensive mediation brief. *Id*., ¶ 10. Plaintiff's counsel attended a full-day mediation, and expended significant effort in preparing settlement documents, this Motion and supporting documents, and will oversee the settlement administration process. *Id*. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's counsel was great. *Id.* The quality of Plaintiff's counsel's work, and the efficacy and dedication with which it was performed, should be compensated. *Id*. Thus, Plaintiff submits the requested fee award is fair, reasonable and adequate and should be approved.

Plaintiff's counsel have over three decades of combined wage-and-hour class and representative action experience and have been certified as class counsel in numerous wage and hour class actions. Blakely Decl., ¶¶ 2-6; Haines Decl., ¶¶ 3-9. Because it is reasonable to compensate counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable. Other factors show the requested fee is reasonable. This case involved nuanced legal issues, including the legality of Glendale Dodge's obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Blakely Decl., ¶ 22. Glendale Dodge was also represented by experienced wage-and-hour litigation counsel. Thus, Plaintiff submits the requested fee award is fair, reasonable and adequate and should be approved.

C. <u>The Requested Litigation Costs and Settlement Administration Costs Are Fair, Reasonable, and Adequate</u>

Plaintiff's request for reimbursement of litigation costs of $4,996.16 is also fair and

reasonable. All of Plaintiff's litigation costs are reasonably incurred. *See* Blakely Decl., ¶ 23, Exhibit 3. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. *See*, *e.g.*, *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, 2011 WL 825713 at *3 (N.D. Cal. Mar. 7, 2011) ("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs reimbursable); *In re Immune Response Sec. Litig.*, 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

Likewise, the request for administration costs of $5,000.00 is also fair and reasonable. ILYM was selected because it is an experienced settlement administrator and returned a reasonable bid. Blakely Decl., ¶ 21; *see* Settlement, § 3.2.3; *see also* Rogers Decl. and Exhibits. Moreover, ILYM will perform several important functions that are integral to the implementation of the Settlement. Blakely Decl., ¶ 21. Its requested fee is therefore reasonable.

D. The Court Should Approve Plaintiff's Requested Service Payment Because It Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks He Assumed in This Litigation.

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during representative litigation. *See, e.g., Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named Plaintiff); *Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294 (N.D. Cal. 1995) (approving $50,000 incentive payment). Here, Plaintiff seeks a service payment of $6,000.00. *See* Settlement, § 3.2.1. This request is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of the PAGA Members. Tarifa Decl., ¶¶ 4-7. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with Plaintiff's counsel regarding the case. *Id*.; *see also* Blakely Decl., ¶ 26. Accordingly, Plaintiff's requested Service Payment is appropriate and justified as part of the

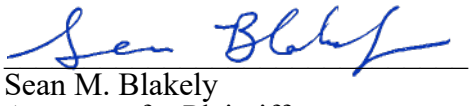
Settlement.

V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully requests that this Court grant Plaintiff's Motion and adopt the [Proposed] Judgment and Order Granting Settlement Approval submitted concurrently herewith.

Dated: October 29, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Sean M. Blakely
Attorneys for Plaintiff