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KENNETH KASTELZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KENNETH KASTELZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

FLEETWOOD ALUMINUM PRODUCTS, INC., an unknown business entity; FLEETWOOD ALUMINUM PRODUCTS, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2406069

Assigned for all purposes to the Honorable Harold W. Hopp, Dept. 1

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date: May 26, 2026
Time: 8:30 a.m.
Dept.: 1
Reservation No.: 623431660166

Complaint Filed: October 10, 2024
Trial Date: Not set

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

PLEASE TAKE NOTICE that on May 26, 2026, at 8:30 a.m. or as soon thereafter as may be heard in Department 1 of the above-entitled court, located at 4050 Main Street, Riverside, California 92501. Plaintiff Kenneth Kastelz ("Plaintiff") will, and hereby does, move this Court for entry of an order approving settlement of his claims brought pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698 *et seq.* ("PAGA"). Specifically, by way of this motion, Plaintiff requests that the Court enter an order:

1. Granting approval of the Joint Stipulation of PAGA Settlement ("Settlement" or "Agreement") attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Minne Decl."), including the plan of allocation and distribution of the Gross Settlement Amount;

2. Directing the funding and distribution of the Gross Settlement Amount of Five Hundred and Eighty Thousand and Twenty-Four Dollars ($580,024.00) in accordance with the terms of the Settlement;

3. Approving Net Settlement Amount of $346,433.22 as payment of penalties pursuant to PAGA, of which seventy-five (65%), or $225,181.59, will be paid to the California Labor and Workforce Development Agency ("LWDA"), and thrity-five percent (35%), or $121,251.63, will be distributed to Aggrieved Employees;

4. Awarding attorneys' fees in the amount of $203,008.40 (35% of the Gross Settlement Amount) to Parker & Minne, LLP and Lawyers *for* Justice, PC ("Plaintiff's Counsel");

5. Awarding payment in the amount of $15,632.38 to Plaintiff's Counsel for reimbursement of their litigation costs and expenses;

6. Approving payment in the amount of $10,000.00 to Plaintiff as an Enhancement Payment;

7. Appointing Phoenix Settlement Administrators as the Settlement Administrator;

8. Approving payment in the amount of $4,950.00 to the Settlement Administrator, Phoenix Settlement Administrators, for reimbursement of the costs of settlement administration; and

8. Setting a post-approval final accounting hearing for February 26, 2027, or a date thereafter that is convenient for the Court.

This Motion is brought pursuant to California Labor Code § 2699(1)(2) and is made on the grounds that the proposed Settlement is fair, adequate, reasonable, fulfills the purposes and objections of PAGA, and in the best interest of the Aggrieved Employees and the LWDA.

Pursuant to California Labor Code § 2699(s)(2), a copy of the proposed Settlement, as well as information regarding the approval hearing on this matter, were submitted to the LWDA via online filing at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html on March 12, 2026. (Minne Decl., ¶ 83, Exh. 9.)

Under the terms of the Settlement, Defendants have agreed not to oppose this motion. As the motion is unopposed, Plaintiff respectfully requests that the Court extend the page limit for the supporting memorandum of points and authorities pursuant to Rule 3.1113(e) of the California Rules of Court so that Plaintiff can provide the Court with adequate information to determine whether to grant approval of the Settlement and award the requested Attorneys' fees and Costs, Enhancement Payment, and Settlement Administration Costs.

The motion is based upon this notice, the attached memorandum of points and authorities; the Declaration of S. Emi Minne and exhibits thereto; the Declaration of Ryan Slinger; the Declaration of Kenneth Kastelz; the Declaration of Jodey Lawrence of Phoenix Settlement Administrators; the pleadings and other records on file with the Court in this matter; and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: March 13, 2026

PARKER & MINNE, LLP

By: ______________________

S. Emi Minne
Attorneys for Plaintiff
KENNETH KASTELZ

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a representative action brought by Plaintiff Kenneth Kastelz ("Plaintiff") against Defendants Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC ("Defendants") pursuant to the Labor Code Private Attorneys General Act, California Labor Code sections 2698, et seq. ("PAGA"). By way of this Motion, Plaintiff seeks approval of a non-reversionary Joint Stipulation of PAGA Settlement ("Settlement" or "Agreement")[1] which, if approved by the Court, will resolve the Action in its entirety. The key terms of the Agreement are as follows:

- Number of Aggrieved Employees: approximately 315 individuals.
- Gross Settlement Amount: $580,024.00.
- Settlement Administration Costs: $4,950.00.
- Requested Enhancement Payment: $10,000.00.
- Requested Attorney's Fees and Costs: $203,008.40, plus actual costs and expenses in the amount of $15,632.38[2].
- Net Settlement Amount: $346,433.22, 65% of which will be paid to the LWDA, with the remaining 35% paid to Aggrieved Employees.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations by highly experienced counsel, and is fair, reasonable, and adequate in light of the relative strengths of Plaintiff's PAGA claims, the risk, expense, and uncertainty of further litigation, the benefit conferred by the Settlement, and the underlying goals associated with recovery under PAGA. Plaintiff therefore respectfully requests that the Court grant approval of the proposed Settlement and enter judgment thereon.

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[1] A copy of the fully-executed Joint Stipulation of PAGA Settlement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Minne Decl.").

[2] The Settlement provides for a reimbursement of expenses to Plaintiff's Counsel of up to $20,000.00. (Agreement, ¶¶ 6, 40(a).). However, Plaintiff's Counsel only seek reimbursement of actual expenses in the amount of $15,632.38. (Minne Decl., ¶¶ 75-77.)

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants are a manufacturer of doors and windows based in Corona, California. (Minne Decl., ¶ 3.) Plaintiff was employed by Defendants during the PAGA Period as a non-exempt, hourly-paid employee. (Minne Decl., ¶ 4; Declaration of Kenneth Kastelz ["Kastelz Decl."], ¶ 3.)

On August 6, 2024, Plaintiff provided written notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") of his intent to seek civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA"). The LWDA did not respond to Plaintiff's PAGA Notice. (Minne Decl., ¶ 5, Exh. 2.)

On October 10, 2024, after fully exhausting PAGA's 65-day notice period, Plaintiff filed a representative PAGA action complaint against Defendants entitled *Kenneth Kastelz v. Fleetwood Aluminum Products, Inc., et al.* (Riverside County Superior Court Case No. CVRI2406069, hereinafter "Action"), which alleged a single cause of action seeking the recovery of civil penalties pursuant to PAGA predicated on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders. (*Id.*, ¶ 6.) Defendants filed their Answer to the Complaint on December 5, 2024. (*Id.*, ¶ 7.)

Shortly after the Action was initiated, Plaintiff's Counsel met and conferred with Defendants' counsel regarding the potential for resolution of the Action. (*Id.*, ¶ 8.) Pursuant to these discussions, the Parties agreed to exchange informal discovery, engage in private mediation, and stay formal discovery pending the completion of mediation. (*Id.*) As a further pre-condition for early mediation, Defendants also formally stipulated that: (1) that Defendants would not interview, communicate with, or obtain declarations from Aggrieved Employees during the pendency of mediation; and (2) that Defendants would not engage in a mass release campaign (commonly known as a "*Pick-up Stix*" process) prior to mediation. (*Id.*) Per the Parties' agreement, Defendants provided Plaintiff's Counsel with extensive informal discovery prior to mediation, which included an approximately one-third sampling of Aggrieved Employees' time and payroll records. (*Id.*, ¶ 9.) The sampling was randomly selected and included employees across the PAGA Period. (*Id.*) Defendants also provided Plaintiff's Counsel with all versions of Defendants' employee handbooks in use during the PAGA Period and other documents evidencing its relevant wage and hour policies and procedures. (*Id.*) Finally, Defendants provided Plaintiff's Counsel with key data points, such as the number of Aggrieved Employees (including the number of current versus former employees), the total number of pay periods worked by Aggrieved Employees, the average rate of pay for Aggrieved Employees, and the number and value of meal period premiums paid to Aggrieved Employees. (*Id.*)

Prior to mediation, Plaintiff's Counsel thoroughly reviewed the informal discovery produced by Defendants, which included consulting with a data analyst to analyze Aggrieved Employees' time and payroll records. (*Id.,* ¶ 10.) Plaintiff's Counsel also engaged in further independent investigation, and conducted further legal research regarding the merits of Plaintiff's claims and Defendants' potential defenses thereto. (*Id.*) Based on this investigation and informal discovery, Plaintiff's Counsel prepared a detailed and informed assessment of Defendants' potential liability in advance of mediation. (*Id.*) Plaintiff's Counsel also prepared a detailed brief addressing Plaintiff's claims and Defendants' anticipated defenses, and provided their analysis to the mediator for his consideration. (*Id.*) These efforts enabled Plaintiff's Counsel to act intelligently and effectively in negotiating the proposed settlement. (*Id.*)

After completing a thorough investigation and analysis of Plaintiff's claims, on October 30, 2025, the Parties attended a private mediation with Todd Smith, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters. (*Id.*, ¶ 11.) The Parties engaged in a full day of settlement discussions, during which they debated their respective positions and exchanged views regarding the strengths and weaknesses of their claims and defenses. (*Id.*) The settlement discussions were at all times at arm's length and, although conducted with appropriate professional decorum, were adversarial. (*Id.*) Plaintiff and Plaintiff's Counsel went into mediation willing to explore the potential for a settlement of the Action, but were also prepared to litigate Plaintiff's claims through trial and appeals if a settlement was not reached. (*Id.*) After a full day of negotiations, the mediation culminated in the issuance of a mediator's proposal that was accepted by the Parties on or about October 30, 2025. (*Id.*) A memorandum of understanding reflecting the terms of the mediator's proposal was executed on or about December 1, 2025. (*Id.*)

On or about January 30, 2026, after further negotiations, the Parties fully executed a long form Joint Stipulation of PAGA Settlement. (*Id*., ¶ 12.)

On March 12, 2026, Plaintiff's Counsel submitted a copy of the Agreement and other information pertaining to this motion to the LWDA, as required under Labor Code § 2699(s)(2). (*Id*., ¶ 83, Exh. 9.)

III. SUMMARY OF THE SETTLEMENT TERMS, ADMINISTRATION PROCESS, AND PLAN OF DISTRIUBTION

A. Definition of the Aggrieved Employees.

For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall be defined as the following individuals: "[A]ll current and former non-exempt and/or hourly-paid employees of Defendants who were employed by Defendants in the State of California at any time during the PAGA Period." (Minne Decl., ¶ 14; Agreement, ¶ 3.) The PAGA Period runs from August 6, 2023, to December 29, 2025. (Minne Decl., ¶ 14; Agreement, ¶ 19.) It is estimated that there are a total of 315 Aggrieved Employees, who worked a collective total of approximately 25,628 pay periods during the PAGA Period. (Minne Decl., ¶ 15.)

B. The Gross Settlement Amount.

The Settlement requires Defendants to pay a Gross Settlement Amount of $580,024.00 (Minne Decl., ¶ 16; Agreement, ¶¶ 12, 40.) The Gross Settlement Amount is non-reversionary. (*Id.*)

The Gross Settlement Amount is based on Defendants' representation that Aggrieved Employees worked a total of 25,628 pay periods during the PAGA Period ("Certified Pay Period Count"). (Agreement, ¶ 41.) Should the final number of Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds the Certified Pay Period Count by more than 10%, Defendants shall elect to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above the 10% threshold (e.g., if the number of Pay Periods increases by 11% to 28,447 Pay Periods, the Gross Settlement Amount will increase by 1%), or (ii) shorten the PAGA Period to end on the last date before the total Pay Periods worked by Aggrieved Employes exceed the 10% threshold. (*Id*.)

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C. Allocation and Funding of the Gross Settlement Amount.

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. More specifically, subject to approval by the Court, the Gross Settlement Amount includes: (1) Plaintiff's Counsel's attorneys' fees in the amount of $203,008.40 (i.e., 35% of the Gross Settlement Amount); (2) reimbursement of Plaintiff's actual costs and expenses in the amount of $15,632.38[3].; (3) Enhancement Payment in the amount of $10,000.00 to Plaintiff; and (4) Settlement Administration Costs in the amount not to exceed $4,950.00. (Minne Decl., ¶ 17; Agreement, ¶¶ 4, 6, 15, 16, 27, 31, 40.) After the foregoing amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount is approximately Thee Hundred Forty-Six Thousand Four Hundred Thirty-Three Dollars and Twenty-Two Cents ($346,433.22) (Minne Decl., ¶ 18; Agreement, ¶ 16.) Sixty-five percent (65%) of the Net Settlement Amount (i.e., $225,181.59) will be paid to the LWDA. Thirty-five percent (35%) of the Net Settlement Amount (i.e., $121,251.63) will be distributed and paid to Aggrieved Employees on a pro-rata basis based on the number of Pay Periods worked during the PAGA Period. (Minne Decl., ¶ 17(e), 19; Agreement, ¶¶ 4, 15, 16, 40(d)-(e), 46.)

The range of Individual PAGA Payments will vary based on the number of Eligible Pay Periods worked by each Aggrieved Employee. However, it is estimated that the average Individual PAGA Payment to Aggrieved Employees will be approximately $384.93. (Minne Decl., ¶ 20.) Individual PAGA Payments to Aggrieved Employees shall be allocated as 100% penalties. (Minne Decl., ¶ 21, Agreement, ¶ 47(c).)

Subject to the Court's approval of the Agreement, Defendants shall fully fund the Gross Settlement Amount by depositing the funds into a Qualified Settlement Fund established by the Settlement Administrator within twenty-one (21) calendar days of the Effective Date[4]. (Agreement, ¶ 46.) Within fourteen (14) calendar days of the Effective Date, Defendants shall also provide the Settlement Administrator with the PAGA Member List consisting of each Aggrieved Employee's: (i)

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[3] See fn 2.

[4] The "Effective Date" is defined as the date upon which the Court enters an order approving the Settlement. (Agreement, ¶ 10.)

full name; (ii) last known home address; (iii) last known telephone number; (iv) social security number; (v) start and end dates of active employment as a non-exempt employee of Defendants within the State of California; (vi) total Pay Periods during the PAGA Period; and (vii) any other information reasonably required by the Settlement Administrator to effectuate the terms of the Settlement. (Agreement, ¶¶ 2, 48.) No later than fourteen (14) calendar days after Defendants funds the Gross Settlement Amount, the Settlement Administrator will issue payments for all Individual PAGA Payments, the LWDA Payment, Settlement Administration Costs, Enhancement Payment, and Attorneys' Fees and Costs. (Agreement, ¶¶ 49, 50.) All Individual PAGA Payments to Aggrieved Employees will be accompanied by a Settlement Cover Letter, substantially similar in content and form to the proposed notice attached as "Exhibit A" to the Agreement. (Agreement, ¶¶ 30, 49, Exh. A.)

All checks issued to Aggrieved Employees shall remain valid and negotiable for 180 days from their date of issuance (Agreement, ¶ 49(b).) If any checks issued to Aggrieved Employees are not cashed within one hundred eighty (180) calendar days of mailing, those funds shall be sent to the State of California Unclaimed Property Fund in the name of the Aggrieved Employees to whom the checks were issued. (*Id.*)

D. Scope of Release

Upon the complete funding of the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and the LWDA will be deemed to have released and discharged the Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA that were alleged, or reasonably could have been alleged, based on the factual allegations and claims asserted in the Complaint and the PAGA Notice, including failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to keep maintain requisite payroll records, failure to furnish accurate itemized wage statements, and failure to indemnify or reimburse necessary business expenses, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The Release of

PAGA Claims is limited to claims arising during the PAGA Period. The Released Claims do not release any Aggrieved Employees' claim for wages or damages. (Minne Decl., ¶ 26; Agreement, ¶ 52.)

In addition to the Release of PAGA Claims provided in the Agreement, Plaintiff has agreed to a broader general release of any individual claims he may have against the Released Parties. (Minne Decl., ¶ 27; Agreement, ¶ 53.)

Plaintiff's Counsel are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the proposed Settlement. (Minne Decl., ¶ 54.)

IV. STANDARD OF REVIEW FOR APPROVAL OF PAGA SETTLEMENTS.

The California legislature enacted PAGA to "augment the limited enforcement capability of the [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency." *Iskanian v. CLS Transp. L.A., LLC*, 59 Cal. 4th 348, 383 (2014). PAGA authorizes an employee to bring an action for "civil penalties on behalf of the state against his or her employer for Labor Code violations committed against the employee and fellow employees." *Id.* at 360. Before an employee may file an action seeking to recover civil penalties for violations of the Labor Code under PAGA, he or she must comply with PAGA's administrative procedures as set forth in Labor Code section 2699.3(a) which include providing notice to the LWDA and waiting a prescribed period of time to permit the LWDA to investigate and to decide whether to cite the employer for the alleged violations. *Caliber Bodyworks*, supra, 134 Cal.App.4th at 370; see also, *Dunlap v. Superior Court*, 142 Cal.App.4th 330 (2006). If the LWDA fails to pursue the penalties, the employee may initiate a civil action in Court.

The settlement of a PAGA action requires court review approval. See Cal. Labor Code § 2699(s)(2). In reviewing a PAGA settlement, the Court need only ensure that "a negotiated resolution is fair to those affected." *Williams v. Sup. Ct.*, 3 Cal.5th 531, 549 (2017). The court's focus is not the monetary amount which aggrieved employees or the State stand to receive, but on whether the total amount achieves PAGA's fundamental objective - "to incentive private parties to recover civil penalties for the government that otherwise may not have been assessed and collective by overburdened state enforcement agencies." *See Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774 at *12 (N.D. Cal. Apr. 2, 2010) (citing *Arias v. Sup. Ct.,* 46 Cal. At 986).

Because a PAGA claim is considered a law enforcement action, it does not have to meet the requirements of a class action. *See Arias v. Sup. Ct.*, 46 Cal.4th at 986; *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348. Indeed, "[PAGA] does not create property rights or any other substantive rights" as "[i]t is simply a procedural statute allowing an aggrieved employees to recover civil penalties – for Labor Code violations – that otherwise would be sought by state labor law enforcement agencies." *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct*., 46 Cal.4th 993, 1003 (2009). Consistent with the fact that unnamed employees have no property interest in a PAGA claim, "[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 U.S. Dist. LEXIS 32774 at *13. A "judgment 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". *Arias*, 46 Cal.4th at 98. This renders approval of a PAGA settlement distinct from a class action settlement and, under both federal and state law, the two-step approval process applicable to class action settlement does not apply to PAGA cases. Rather, approval of a PAGA settlement is a one-step approval process.

V. <u>THE COURT SHOULD GRANT APPROVAL OF THE SETTLEMENT.</u>

As set forth below, the Agreement before the Court is the result of adversarial, arms-length negotiations, extensive investigation, and fulfills the fundamental objections of PAGA. Moreover, the Agreement is fair and reasonable considering the relative strengths of the PAGA claims and the risks associated with protracted litigation. Accordingly, the Agreement should be approved by the Court.

A. Plaintiff Has Complied With the Notice Requirements of Labor Code Section 2699.

Before bringing a civil action under PAGA, an employee must comply with the notice requirements set for in Labor Code section 2699.3. Plaintiff complied with these requirements. (Minne Decl., ¶ 5, Exh. 2.) Additionally, the Agreement and information regarding this motion have been submitted to the LWDA, as required by Labor Code section 2699(s)(2). (*Id.,* ¶ 83, Exh. 9.)

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B. The Settlement Was Reached Through Arm-Length Negotiations

Although PAGA settlements are not subject to the same heightened requirements as a class action settlement, the underlying guidelines utilized in class action settlements may be useful in evaluating the fairness of a PAGA settlement. California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." *Wershba v. Apple Computer*, 91 Cal.App.4th 224, 245 (2001) (disapproved on other grounds). Here, the Parties engaged in arms-length, non-collusive negotiations at all times, including attending a full day mediation with Todd Smith, Esq., a highly respected mediator with extensive experience in complex wage and hour litigation. At all times, Plaintiff and his counsel were willing and prepared to litigate this matter through trial and possible appeals if the Parties had been unable to reach a favorable resolution. The proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their respective positions throughout the settlement negotiations. (Minne Decl., ¶¶ 8-13.)

C. The Settlement Was Based Upon Sufficient Investigation and Discovery

Plaintiff's Counsel conducted significant investigation into the claims alleged by Plaintiff before reaching a settlement in this matter. Both prior to the filing of the original complaint and throughout the course of the litigation, Plaintiff's Counsel had numerous discussions with Plaintiff regarding Defendants' employment policies and practices, and conducted extensive independent investigation and research regarding the veracity, scope, and strength of the claims alleged by Plaintiff as well as Defendants' potential defenses thereto. (Minne Decl., ¶¶ 55, 70; Declaration of Ryan Slinger ["Slinger Decl."], ¶¶ 7-8.) Plaintiff's Counsel also obtained extensive information, data, and documents through informal discovery prior to mediation, which included: an approximately one-third sampling of Aggrieved Employees' time and payroll documents; all versions of Defendants' employee handbooks utilized during the PAGA Period; other documents reflecting Defendants' applicable wage and hour policies during the PAGA Period; and key data points regarding the number of Aggrieved Employees (including the number of current versus former employees), the total number of pay periods worked by Aggrieved Employees, the average rate of pay for Aggrieved Employees, and the number and value of meal period premiums paid to Aggrieved Employees. (Minne Decl., ¶ 9.)

Plaintiff's Counsel thoroughly reviewed this informal discovery prior to mediation, which included consulting with a data analysis expert to fully analyze Aggrieved Employees' time and payroll records for potential wage and hour violations. (*Id.*, ¶ 10.)

Based on this investigation and exchange of formal and informal discovery, prior to mediation Plaintiff's Counsel prepared a detailed assessment of Defendants' maximum potential liability for civil penalties under PAGA. (*Id.*) Plaintiff's Counsel also extensively briefed the Plaintiff's claims and Defendants' anticipated defenses. (*Id.*) These efforts allowed Plaintiff's Counsel to intelligently and effectively analyze the strengths and weaknesses of Plaintiff's claims throughout the course of settlement negotiations. (*Id.*) With the assistance of the mediator, the Parties were eventually able to reach an agreement to resolve this matter based on their analysis and understanding of the legal and factual issues pertaining to Plaintiff's claims, as well as the costs and risks associated with further litigation. (*Id.*, ¶¶ 11, 28-43.)

D. The Settlement is Reasonable in Light of the Parties' Legal Positions, the Risks of Continued Litigation, and the Underlying Purpose of the PAGA.

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if it is fair given 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*, 48 Cal.App.4th at 1801 (internal quotations omitted). A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 246, 250 (2001). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' 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."[5] *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,

[5] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

128 (2008). These factors require balancing and are non-exhaustive. Trial courts should therefore tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

Here, Plaintiff's counsel has carefully considered Plaintiff's claims and analyzed violation rates based on a sampling of the Aggrieved Employees' time and payroll records. Based on information gathered by Plaintiff's counsel, including calculations of Defendants' maximum potential liability and the risks associated with continued litigation, Plaintiff's Counsel has determined that the proposed Settlement is fair, adequate, and reasonable. (Minne Decl., ¶¶ 28-43.)

1. <u>Plaintiff's Counsel's Analysis of Defendants' Maximum Potential Exposure.</u>

As noted above, the Action encompasses approximately 315 Aggrieved Employees, who worked a collective total of approximately 25,628 Pay Periods. (Minne Decl., ¶ 15; Agreement, ¶ 41.) Utilizing these figures and additional information gathered through formal and informal discovery and independent investigation, Plaintiff's Counsel estimated that Defendants faced a maximum potential liability of approximately $8,968,712.00 which can be broken down by violation as follows: $640,700.00 for failure to pay overtime compensation; $1,281,400.00 for failure to pay minimum wages; $1,281,400.00 for failure to provide meal periods; $1,281,400.00 for failure to provide rest periods; $1,281,400.00 for failure to reimburse business expenses; $1,281,400.00 for failure to timely pay wages during employment; $482,112.00 for failure to pay all wages due upon termination of employment; $1,281,400.00 for failure to provide accurate wage statements; and $157,500.00 for failure to maintain required payroll. (*Id*., ¶¶ 28-35.)

2. <u>Strengths and Weaknesses of Plaintiff's Claims and Risks of Continued Litigation.</u>

Although Defendants' "soaking wet" liability in this Action is substantial, such calculations assume that Plaintiff fully prevails at every stage of litigation through trial and appeals, and is awarded the maximum amount of civil penalties allowed under PAGA. While Plaintiff and Plaintiff's Counsel believed that Plaintiff's claims are fundamentally meritorious, they recognized that there is significant risk and uncertainty associated with protracted litigation of this Action. Consideration of these barriers and risks factored into the decision to enter into the Settlement at this point of litigation. (Minne Decl., ¶¶ 36-42.)

First, over 30% of Defendants' potential exposure arises from civil penalties associated with Defendants' alleged failure to timely pay final wages, failure to timely pay wages during employment, failure to keep accurate payroll records, and failure to provide accurate wage statements. (Minne Decl., ¶ 37.) There is significant uncertainty attached to these claims, as they are entirely derivative of Plaintiffs' primary claims for meal period, rest period, minimum wage, overtime violations, and unreimbursed business expenses. (*Id.*) Indeed, in 2024, PAGA was amended to expressly prohibit collection of civil penalties arising from derivative violations absent a showing that such violations were will or intentional. *See* Cal. Labor Code § 2699(i). (*Id.*) Consequently, even if Plaintiff successfully established Defendants' liability for his primary minimum wage, overtime, meal period and rest period theories, it is highly unlikely that the Court would assess any civil penalties that were purely derivative in nature. (*Id.*)

Second, in order to prevail at trial in the Action, Plaintiff would have to prove each of the underlying Labor Code violations and demonstrate that *every* Aggrieved Employee suffered these violations *every* pay period with requisite certainty. (Minne Decl., ¶38.) *See Green v. Lawrence Service Co.,* 2013 U.S. Dist. LEXIS 109270, at *5, fn. 5 (C.D. Cal. 2013) ("whether each PAGA claims succeeds or fails is determined by the merits of the substantive claims on which each is based.") While Plaintiff's Counsel was confident in the merits of Plaintiff's claims, legitimate controversies exist as to each of the Labor Code violations underlying the Action. (Minne Decl., ¶38.)

For example, Plaintiff's minimum wage and overtime claims were based on Plaintiff's allegations that Defendants utilized time rounding practices that failed to compensate Aggrieved Employees for all time worked. Defendants contended that their rounding practices were facially neutral, and therefore lawful under *See's Candy Shops, Inc. v. Superior Court*, 210 Cal.App.4th 889, 895 (2012). Defendants also argued that any unpaid wages resulting from this practice were *de minimis.* The California Supreme Court recently granted review in *Camp v. Home Depot U.S.A., Inc.* to address whether the practice of "neutral" time rounding permitted under *See's Candy Shops, Inc.* remains lawful in view of technological advances that allow employers to track time precisely. *See*

Camp v. Home Depot U.S.A., Inc., 304 Cal.Rptr.3d 82 (Feb. 1, 2023, No. S277518). Plaintiff's counsel strongly believe that current trends in California jurisprudence indicate that the California Supreme Court will eventually hold that any rounding of time records is unlawful. *See Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 73 (2021); *Troester v. Starbucks Corp.*, 5 Cal.5th 829, 847 (2018). Nevertheless, they recognized that the law governing the legality of Defendants' rounding practices is currently in a state of flux, creating uncertainty as to the ultimate viability of this claim. (Minne Decl., ¶ 38(a).)

Plaintiff also faces challenges with his meal period claims. Plaintiff contends that Aggrieved Employees frequently experienced meal periods that were either shortened or interrupted, and were not paid meal period premiums for such violations. (Minne Decl., ¶ 38(b).) At mediation, Defendants asserted that their written meal period policies substantially complied with California law. (*Id.*) Defendants also maintained that Aggrieved Employees were provided ample opportunity to take meal periods, and that if Aggrieved Employees did not take compliant meal breaks, it is because they voluntarily chose not to do so. (*Id.*) While Plaintiff's Counsel strongly disagreed with Defendants' arguments and contentions, they recognized that Defendants could potentially prevail on a defense that Aggrieved Employees voluntarily waived meal periods, significantly reducing Defendants' potential liability for this claim. (*Id.*)

Plaintiff's Counsel was also cognizant of the challenges associated with Plaintiff's rest period claims. Plaintiff contends that Defendants' formal rest period policies failed to advise Aggrieved Employees of their right to a 10-minute uninterrupted rest period for every 4 hours worked or major fraction thereof, and required employees to stay on-site during rest periods. (Minne Decl., ¶ 38(c).) Plaintiff further contends that, as a matter of actual practice, Aggrieved Employees were often required to skip or shorten their rest periods, and were not paid rest period premiums for such violations. (*Id.*) As with meal periods, Defendants asserted that their written policies substantially complied with California law, that Aggrieved Employees were allowed to take rest periods, and that Aggrieved Employees who worked through their rest periods did so voluntarily. (*Id.*) While Plaintiff's Counsel disagreed with Defendants' positions, they also recognized that rest period claims are inherently difficult to prove, given that an employer has no obligation to maintain records of rest periods. (*Id.*)

Plaintiff further contends that Defendants failed to reimburse Aggrieved Employees for necessary business expenses, such as use of their personal cell phones and the purchase of steel-toed boots. (Minne Decl., ¶ 38(d).) Defendants asserted that Aggrieved Employees were not required to use their personal cells phones and were provided a stipend for work shoes. Again, while Plaintiff's Counsel believe that Plaintiff can prevail on this claim, Plaintiff's Counsel were cognizant of the difficulty of proving liability for reimbursement claims absent records of such expenses actually being incurred. (*Id.*)

In addition to the merits-based risks set forth above, Defendants further asserted that Plaintiffs' claims raised highly individualized claims that could not be manageably tried. In 2024, PAGA was amended to explicitly grant trial courts discretion to limit the scope of PAGA claims and evidence presented at trial so that claims can be effectively tried. See Cal. Lab. Code § 2699(p). In light of this amendment, there was a real possibility Defendants could ultimately move to strike several of Plaintiff's PAGA claims based on manageability concerns.. (Minne Decl., ¶ 39)

Plaintiff's Counsel also anticipate that there would be significant disputes regarding the calculation of penalties owed by Defendants. (*Id.*, ¶ 40.) There is very little published law and guidance regarding the assessment of penalties under PAGA, and no clearly established methodology. (*Id.*) However, the law is clear that courts have discretion to greatly limit the penalties awarded under PAGA. Cal. Lab. Code § 26999(e)(2); *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012). *See also, Cotter v. Lyft, Inc.,* 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (reducing penalties by 97.5%); *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590, *8-9 (C.D. Cal. 2011) (reducing potential PAGA penalties by over 80 percent); *Magadia v. Wal-Mart Assocs. et al.*, 384 F. Supp. 3d 1058, 1069 (N.D. Cal. 2019)(applying 67% and 80% reductions to PAGA Penalties). Here, Defendants would likely argue that they made a good faith effort to comply with their legal obligations and that any violations that occurred were not "willful", rendering the imposition of any heightened penalties inappropriate. While Plaintiff's Counsel believe that such positions lack merit, Plaintiff's Counsel was aware that even if Plaintiff successfully established liability, there was a significant likelihood that the Court could find that the imposition of the maximum potential civil penalties could be considered unjust, arbitrary, oppressive, or confiscatory, and would exercise its discretion to significantly reduce any penalties assessed. (Minne Decl., ¶ 40.)

Plaintiff's Counsel further recognized the significant expense and time that would be expended in continued litigation, trial, and possible appeals, all of which would substantially delay and reduce any recovery by the LWDA and Aggrieved Employees. In order to prepare for trial, the Parties will be required to conduct a significant amount of formal discovery including, but not limited to, depositions of Defendants' persons most knowledgeable, expert witnesses, and percipient witnesses such as managers, supervisors, and Aggrieved Employees. Plaintiff's Counsel will also need to request and analyze thousands of pages of documents, and obtain numerous declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of their current employees. Moreover, even if Plaintiff prevails at trial, possible appeals would further increase costs and delay any recovery by the LWDA and Aggrieved Employees receive timely relief and avoid the risk of an unfavorable judgment. (Minne Decl., ¶ 41.)

Finally, Plaintiff and his counsel were mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. *See* Cal. Labor Code § 2699(i); *Arias v. Sup. Ct.*, 46 Cal. 4th 980; *Williams v. Sup. Ct.,* 3 Cal.5th at 546. Here, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by Defendants. (Minne Decl., ¶ 42.)

Therefore, after considering the strengths and weaknesses of each claim, and the unique risks associated with PAGA claims, the significant costs, expenses, and delay that would result from continued litigation, and the underlying objectives of PAGA, it is clear that the Settlement is fair, reasonable, and adequate. (*Id.*, ¶ 43.)

3. <u>The Amount Offered in Settlement.</u>

The Net Settlement Amount is estimated to be $346,433.22, of which an estimated $121,251.63 is to be distributed to Aggrieved Employees on a pro rata basis, based on their number of Pay Periods during the PAGA Period, and $225,181.59 is to be distributed to the LWDA. There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California Labor Code section 2699(i).

The Settlement is a compromise of highly disputed claims. Plaintiff and his counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. Plaintiff and his 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. Plaintiff and his counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing Defendants' liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved Employees. Plaintiff and his counsel have also taken into account Defendants' agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiff and his 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.

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 approved by other courts within the State of California. *See, e.g., Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of $5,000 in a $1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) ($7,500 payment to LWDA on a $1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) ($5,000 in a $500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist. Lexis 17693 (N.D. Cal. 2014) ($10,000 to the LWDA out of $1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (PAGA payment of $7,500 out of $6.9 million common-fund settlement); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) ($100,000 allotted as PAGA penalties out of $21,000,000 settlement amount); and *Franco v. Ruiz Foods, Inc.,* 2012 WL 5941801 at *14 (E.D. Cal. 2013) ($10,000.00 allotted as PAGA penalties out of $2.5 million settlement).

4. Discovery and the Stage of Proceedings.

As discussed above, the parties engaged in extensive informal discovery prior to reaching a settlement at the mediation. In preparation for mediation, Defendants produced a random sampling of approximately one-third of Aggrieved Employees' time and pay records, Defendants' employee handbooks and relevant wage and hour policies and procedures, and key data points regarding the Aggrieved Employees. (Minne Decl., ¶ 9.) Plaintiff's Counsel formulated a damages analysis based on the records provided by Defendants. (*Id.*, ¶ 10.)

5. The Experience and View of Counsel.

Plaintiff's Counsel are experienced in complex representative and class action wage-and-hour litigation. (Minne Decl., ¶¶ 44-51; Slinger Decl., ¶¶ 15-19). In the view of Plaintiff's Counsel, the benefits conferred by the Settlement are eminently fair and reasonable, and are 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. (Minne Decl., ¶¶ 36-43.) 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 v. Sup. Ct.,* 3 Cal. 5th 531, 548 (2017) (citing Cal. Lab. Code § 2699(g)(l)(i)).

VI. THE REQUESTED ATTORNEYS' FEES ARE REASONABLE AND SHOULD BE APPROVED.

Plaintiff, as the prevailing party in settlement, is entitled to recover reasonable attorneys' fees and costs for bringing his PAGA claim. *See* Cal. Labor Code § 2699(k)(1)("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.") Plaintiff's Counsel is also entitled to fees and costs under Code of Civil Procedure section 1021.5, as the instant PAGA action has resulted in the enforcement of important rights benefitting the public and secures monetary recovery for the State as well as the Aggrieved Employees. Cal. Code Civ. Proc. § 1021.5. A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983).

A. A Fee Award Based on a Percentage of the Gross Settlement Amount is Appropriate.

Plaintiff's request for attorneys' fees is reasonable and appropriate under the "common fund theory," which California courts apply in cases where a suit or a settlement establishes "a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest* ("*Serrano III*"), 20 Cal. 3d 25, 35 (1977); *see also Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 489, 503 (2016); *City & County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995) ("The [common fund] doctrine has been recognized and applied consistently in California when an action brought by one party creates a fund in which other persons are entitled to share."). The purpose of this equitable doctrine is "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977). The many advantages of the common-fund method include providing predictability to counsel; incentivizing early settlement; and reducing the demands on judicial resources in evaluating fee requests. *In re Activision Secs. Litig.*, 723 F. Supp. 1373, 1378-79 (N.D. Cal. 1989); *Laffitte*, 1 Cal. 5th at 503.

California law further provides that attorneys' fees awards should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. *Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 47, 50 (2000). The ultimate goal is the award of a "reasonable" fee to compensate counsel for their efforts, irrespective of the method of calculation. *Apple Computer, Inc. v. Super. Ct.,* 126 Cal.App.4th 1253, 1270 (2005). Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao*, 82 Cal.App.4th at 53. Therefore, fees in class and representative actions should approximate the probable terms of a contingent-fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 47.

While trial courts have discretion to apply either a lodestar method or percentage-of-the-fund method, the percentage-of-the-benefit approach is preferred in complex actions because "it better approximates the workings of the marketplace than the lodestar approach." *Id.* at 48-49; *Laffitte*, 1 Cal.5th at 503. Indeed, California courts have long recognized that where the amount of a settlement is a "certain easily calculable sum of money," trial courts may calculate attorneys' fees as a reasonable percentage of the settlement created. *Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794, 1808 (1996). The California Supreme Court has confirmed the propriety of awarding attorneys' fees based on a percentage of the ***total*** value of the settlement. *See Serrano v. Priest*, 20 Cal.3d at 34.

Historically, courts have awarded percentage fees in the range of 20% to 50% in complex actions, depending on the circumstances of the case. *Newberg on Class Actions,* 4th Ed. 2002, §14:6. According to *Newberg*, ". . . no general rule could be articulated as to what is a reasonable percentage of a common fund. Typically, 50 percent of the fund is the upper limit on a reasonable fee award in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." *Id.*; *see, e.g., In re Ampicillin Antitrust Litig.,* 526 F.Supp. 494 (D.D.C. 1981) (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*, 480 F.Supp. 1195 (S.D.N.Y. 1979) (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fee awards in complex actions averaging around one-third of the recovery. *Chavez,* 162 Cal.App.4th at 66 n.11 (20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte,* 1 Cal.5th 480 (approving fee award of one-third of the common fund of $19 million.)

Here, the amount of attorneys' fees requested by Plaintiff's Counsel – 35% of the Gross Settlement Amount ($203,008.40) - is reasonable in light of the facts and circumstances surrounding this case. Plaintiff's Counsel risked substantial economic loss when they took this case on a purely contingent basis, knowing that there would likely be a long battle against well-funded defendants represented by an aggressive defense firm with no guarantee of success. As a result of Plaintiff's Counsel assuming these risks and their efforts in prosecuting the case, the State of California and Aggrieved Employees will receive a substantial recovery for violations that would otherwise have gone unaddressed. Accordingly, the requested fee award is appropriate because: (1) it is consistent with the private marketplace where contingent-fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of Plaintiff's Counsel, the State of California, and the Aggrieved Employees Members in achieving the maximum possible resolution of the case; (3) it encourages the most efficient resolution of the litigation by providing an incentive for early, yet fair and reasonable settlement; and (4) it reflects the work performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar matters.

B. The Requested Fee Award is Reasonable Based on the *Dunkel* Factors.

In *Camden I Condominium Association, Inc. v. Dunkel,* 946 F.2d 768, 772 (11th Cir. 1991), the court identified twelve factors to be considered in determining whether fee awards are reasonable in a common fund case: (1) the time and labor required, (2) the novelty and difficulty of the questions involved, (3) the skill required to perform the legal services properly, (4) the preclusion of other employment by the attorney due to the acceptance of the case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) time limitation imposed by the client or the circumstances, (8) the amount involved and results obtained, (9) the experience, reputation and ability of the attorney, (10) the undesirability of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases. The court also noted that, "the analysis in a common fund case focuses not on the Plaintiffs' position as 'prevailing parties,' but on a showing that the fund conferring a benefit . . . resulted from their efforts" and thus in common fund cases "the monetary results achieved predominate over all other criteria." *Id.* at 774.

Here, each and every one of the *Dunkel* factors favors approval of attorneys' fees requested herein. However, this memorandum will address the factors that are particularly relevant to this Action.

1. Time and Labor Required

Plaintiff's Counsel aggressively pursued the claims alleged in the Action on behalf of the State of California and Aggrieved Employees, commencing from the initial, pre-litigation investigation through the initiation of litigation and the ultimate settlement of the Action. (Minne Decl., ¶¶ 5-12, 55, 64-65, Exh. 7; Slinger Decl., ¶¶ 7-8, 13, Exh. A.) The ongoing work performed by Plaintiff's Counsel has been extensive and complex, and ultimately secured a substantial settlement that fulfills the objectives of PAGA.

Specifically, to date, Plaintiff's Counsel has expended no less than 210.3 hours litigating the Action. The work performed by Plaintiff's Counsel includes, but is not limited to, the following:

performing extensive independent investigation and research regarding Plaintiff's claims, Defendants' potential defenses, and Defendants' business, operations, and employment policies, practices and procedures; multiple meetings and discussions with Plaintiff and review of documents provided by Plaintiff; analyzing Plaintiff's potential claims and developing a case strategy for trial; drafting the Complaint; drafting the PAGA notice letter to the LWDA; meeting and conferring with Defendants' counsel on numerous occasions over issues related to the pleadings, case management, and formal and informal discovery; propounding formal discovery consisting of multiple sets of Special Interrogatories, Form Interrogatories, and Requests for Production of Documents to each Defendant; preparing for and attending court proceedings; reviewing and analyzing a representative sampling of time records and payroll records for the Aggrieved Employees with the assistance of a data analyst in advance of mediation; reviewing numerous policy documents produced as part of informal discovery; preparing a comprehensive damages analysis and mediation brief; attending private mediation and engaging in settlement negotiations thereat; drafting, negotiating, and revising the Memorandum of Understanding of the Parties' initial agreement to settle the Action; drafting, negotiating, and revising the Joint Stipulation of PAGA Settlement and the Settlement Cover Letter; and preparing the Motion for Approval and supporting documents. (Minne Decl., ¶¶ 55, 64-65, Exh. 7; Slinger Decl., ¶ 13, Exh. A.) The time expended on these tasks was required to bring this matter to a successful conclusion on behalf of the State of California and Aggrieved Employees. (Minne Decl., ¶ 55) Plaintiff's Counsel also anticipates that they will spend an additional 10 hours following approval of the Settlement performing tasks necessary to ensure the terms of the Settlement are fully effectuated. (Minne Decl., ¶ 64.) In light of the time and labor expended on litigating the case, the requested attorneys' fees are fair and reasonable and should be approved.

2. The Skill Required to Perform Legal Services

The skill required to successfully litigate the Action is evident not only in the results achieved for the State of California and the Aggrieved Employees, but in the steps necessary to reach the same. Plaintiff's Counsel were required to overcome numerous barriers in order to reach the Settlement before the Court. Defendants are well-funded entities that retained respected counsel to defend themselves against Plaintiff's claims. (Minne Decl., ¶ 56.) Defendants and their counsel denied liability, felt very strongly about their ability to prevail, challenged the theories of Plaintiff's Counsel, and mounted several potential defenses that posed significant problems moving forward. (*Id.*)

Plaintiff's Counsel strongly believed that Plaintiff's claims were fundamentally meritorious. Plaintiff's Counsel engaged in significant investigation, research, and analysis of Plaintiff's claims, developed numerous strategies to defeat Defendants' potential defenses, and were prepared to litigate this case through trial and appeals if Defendants did not offer an adequate settlement. As a result of these efforts, Defendants ultimately agreed to enter into the proposed Settlement rather than proceed with litigation. This Settlement, against experienced defense counsel and strong potential defenses, was possible because Plaintiff's Counsel used their extensive experience in handling complex wage and hour matters in order to obtain a favorable result for the State of California and the Aggrieved Employees.

3. The Value, Amount, and Results Achieved for the State of California and Aggrieved Employees

The Settlement represents a fair resolution of this case given the risks inherent in litigating it through trial and likely appeals. There were substantial risks attendant to prosecution of Plaintiff's claims. Despite these challenges, Plaintiff's Counsel obtained a non-reversionary Gross Settlement Amount of $580,024.00. After deducting the amounts requested for the Plaintiff's Counsel's Fees and Costs, Plaintiff's Enhancement Payment, and Settlement Administration Costs, it is estimated that the Net Settlement Amount will be at least $346,433.22. (Minne Decl., ¶ 18.) Out of this amount, the LWDA will receive payment in the amount of $225,181.59, and Aggrieved Employees will share in an Aggrieved Employee Fund of $121,251.63. The average Individual PAGA Payment is estimated to be $384.93, with the highest Individual PAGA Payment estimated to be $591.40 and the lowest Individual PAGA Payment estimated to be $4.73. (Minne Decl., ¶ 20.) This is an excellent outcome that provides significant and timely monetary recovery to the State of California and Aggrieved Employees, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, and appellate proceeding. More importantly, the Settlement achieved PAGA's fundamental purpose – to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer.

4. *Whether the Fee is Fixed or Contingent*

California courts have recognized that whether representation was provided on a contingent basis is an important factor in determining the reasonableness of a fee award in class action settlements:

> **A contingent fee must be higher than a fee for the same legal services paid as they are performed**. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.

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

Plaintiff's Counsel agreed to litigate this case on a purely contingent basis, assuming the significant risks attendant with such an undertaking. If Plaintiff's Counsel had been unsuccessful in prosecuting Plaintiff's claims, they would not receive any compensation for the extensive time devoted to this Action, nor recuperate any portion of the significant expenses incurred in litigating this matter. (Minne Decl., ¶¶ 54, 55, 56, 69.) The fact that this case was litigated on a purely contingent basis also strongly supports the award of attorneys' fees requested by Plaintiff's Counsel.

C. The Requested Fee Award Is Reasonable Under a Lodestar Analysis

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. That said, courts have cautioned that the primary basis of the fee award in common fund cases remains the percentage of the fund method, and have further explained that plaintiff's counsel should not necessarily receive a lesser fee for achieving a speedy and timely result. *See, e.g., Vizcaino v. Microsoft Corp.*, 290 F. 3d. 1043, 1050 fn.1 (2002). Indeed, courts have noted that "it is widely recognized that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." *Id.* (quoting *Camden I Condominium Ass'n*, 946 F.2d at 773–74.) Thus, "the lodestar calculation . . . does not override the trial court's primary determination of the fee as a percentage" of the settlement amount, and "does not impose an absolute maximum or minimum on the potential fee award." *Laffitte*, 1 Cal.5th at 404.

Under the lodestar method, a base fee amount is calculated based on a compilation of the time reasonably spent on the case and the reasonable hourly rate of the attorney, which may be augmented by application of a "multiplier" based on various factors. *Ramos v. Countrywide Home Loans, Inc.*, 82 Cal.App.4th 615, 622-623 (2000). Here, Plaintiff's Counsel's lodestar, inclusive of anticipated post-approval work on the case, is $155,855.00, which is based on 220.3 attorney hours at reasonable prevailing hourly rates for the attorneys who worked on this matter. (Minne Decl., ¶¶ 62-67, Exh. 7; Slinger Decl., ¶¶ 13-14, Exh. A.) Under California law, Plaintiff's Counsel are entitled to compensation for every hour reasonably spent on the matter. *See Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001). Moreover, application of a modest multiplier is justified in this matter given the excellent result achieved for the State of California and the Aggrieved Employees and the substantial risks Plaintiff's Counsel assumed in taking on this matter on a contingent basis. Accordingly, Plaintiff's request for $203,008.40 in attorneys' fees is reasonable under the lodestar cross-check.

6. ***The Number of Hours Spent on the Action Was Reasonable***

Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" *Vo v. Las Virgenes Municipal Water Dist.*, 79 Cal.App.4th 440, 447 (2000). As discussed at length above, this case was highly contested, and Defendants made it clear that they disputed Plaintiff's allegations and raised numerous potential defenses. Plaintiff's Counsel has expended at least 210.3 hours litigating this case and finalizing the Settlement. (Minne Decl., ¶¶ 64-66, Exh. 7; Slinger Decl., ¶ 13, Exh. A.) In addition, Plaintiff's Counsel anticipates that they will spend an additional 10 hours following approval of the Settlement, performing tasks that are necessary to ensure that terms of the Settlement are fully effectuated. (Minne Decl., ¶ 55.) The work performed by Plaintiff's Counsel was necessary to ensure that the Action was successfully prosecuted and that performance of the Settlement is completed. In light of the facts and circumstances of this Action, as well as the result achieved, it is clear that Plaintiff's Counsel has spent a reasonable number of hours on this matter.

7. ***Plaintiff's Counsel's Hourly Rates are Reasonable***

"The reasonable hourly rate is that prevailing in the community for similar work." *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). In determining a reasonable hourly rate, courts may consider factors such as the attorney's skill and experience, the nature of the work performed, the relevant area of expertise, and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal.App.4th 629, 632-633 (1998). The trial court may also "find hourly rates reasonable based on evidence of other courts approving similar rates." *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010). "Affidavits of the plaintiff's attorney and other attorneys regarding prevailing fees in the community, and rate determinations in other cases, particularly those setting a rate for the plaintiff's attorney, are satisfactory evidence of the prevailing market rate." *United Steelworkers of America v. Phelps Dodge Corp.,* 896 F.2d 403, 407(9th Cir. 1990); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir. 1991) ("declarations stating that the rate was the prevailing market rate in the relevant community [was]… sufficient to establish the appropriate rate for lodestar purposes").

Plaintiff's Counsel are skilled litigators with extensive experience prosecuting complex wage and hour class actions and representative PAGA Action. The professional background and experience of Plaintiff's Counsel support the use of hourly rates of $850.00 for the founding partners and $350.00 for associate attorneys at Parker & Minne, LLP and a blended hourly rate of $850.00 for the attorneys at Lawyers *for* Justice, PC, yielding a total lodestar value of $155,855.00. (Minne Decl., ¶¶ 44-53, 62-65; Slinger Decl., ¶¶ 13-19.) Plaintiff's Counsel's hourly rates are in line with the rates approved by courts for attorneys in California with comparable experience and qualifications. (Minne Decl., ¶ 63; Slinger Decl., ¶ 14.) *See also Roberti v. OSI Sys.*, 2015 U.S. Dist. LEXIS 164312, at *19-20 (C.D. Cal. 2015) (finding rates between $525 and $975 per hour reasonable); *Rodrigues v. County of Los Angeles*, 96 F.Supp.3d 1012, 1022-1023 (C.D. Cal. 2014) (approving attorney rates in 2014 from $500 to $975); *Perfect 10, Inc. v. Giganews, Inc*., No. CV 11-07098-AB SHX, 2015 WL 1746484, *15-18 (C.D. Cal. 2015), *aff'd*, 847 F.3d 657 (9th Cir. 2017) (finding hourly rates of $825-$930 for a senior partner, $350-$690 for associates, and $290 and $240 for support staff—for work performed in 2011 and 2014—to be reasonable and prevailing market rates at that time); *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563, *14-15 (S.D. Cal. 2014) (finding that plaintiff's counsel's average hourly rate of $775 was reasonable when compared to 21 other law firms practicing in the Southern District of California); *Gutierrez v. Wells Fargo Bank, N.A.,* 2015 U.S. Dist. LEXIS 67296, *5 (N.D. Cal. 2015) (finding rates between $474 to $975 for partners to be reasonable).

8. ***Application of a Multiplier is Warranted in Light of the Risks Involved in the Litigation, Complexity of the Matter, and Result Obtained for the State of California and the Aggrieved Employees.***

The lodestar amount may be increased by applying a multiplier. *See Serrano*, 20 Cal.3d at 49. In California, "[m]ultipliers can range from 2 to 4 or even higher" and are routinely applied in the range requested by Plaintiff's Counsel. *Wershba*, 91 Cal.App.4th at 255 (upholding multiplier of 1.42); *see also Chavez*, 162 Cal.App.4th at 66 (upholding 2.5 multiplier); *Vizcaino*, 290 F.3d at 1051, n.6 (noting multipliers of 1-4 are commonly applied, and upholding use of 3.65 multiplier); *Van Vranken v. Atl. Richfield Co.*, 901 F.Supp. 294, 298 (N.D. Cal. 1995) ("Multipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation."); *Guttierez v. Wells Fargo Bank, N.A.*, 2015 U.S. Dist. LEXIS 67298, *7 (N.D. Cal. May 21, 2015) (applying multiplier of 5.5); *Newberg on Class Actions,* 4th Ed. 2002, §14:7 (noting that courts typically approve percentage awards based on lodestar cross-checks with multipliers of 1.9 to 5.1 or even higher). Factors considered in application of a multiplier include: (1) the difficulty of the questions involved; (2) the skill displayed; (3) the extent to which the litigation precluded other employment; and (4) the contingent nature of the fee award and the associated risk. *See Ketchum*, 24 Cal.4th at 1132.

In *Ketchum*, the California Supreme Court held that fee enhancement in contingency cases is necessary to (1) fully compensate counsel for the "loan" of legal services in light of the inherent high risk of "default" posed by losing the case, and (2) to encourage competent counsel to take on fee award cases. As the court noted, "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." *Ketchum*, 24 Cal.4th at 1132-1133. Similarly, in *Greene v. Dillingham Construction*, 101 Cal.App.4th 418, 426 (2002) the Court of Appeal held that the trial court erred by refusing to consider contingent risk as a factor in the decision to apply a multiplier. The court recognized that "[t]he adjustment to the lodestar figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services." *Id*.

Here, the application of a multiplier of is appropriate. As discussed above, this was highly-contested matter which required a significant amount of time, labor and expertise in order to successfully resolve. Defendants raised numerous potential defenses to liability, including the fact that their written policies substantially complied with California law. Securing a favorable outcome for the State of California and the Aggrieved Employees under these circumstances was far from guaranteed. Given the complexity of the claims and defenses thereto, many attorneys would have been unprepared to successfully litigate these claims on a representative basis. Nevertheless, Plaintiff's Counsel were able to utilize their extensive experience in complex wage and hour litigation to overcome these challenges and to secure a settlement which provides significant financial benefits to the State of California and Aggrieved Employees. (Minne Decl., ¶¶ 56, 70.) Plaintiff's Counsel's dedication the prosecution of this Action has also precluded them from representing potential clients in other, less risky cases. (Minne Decl., ¶ 71.)

Finally, it is important to note that all services have been performed by Plaintiff's Counsel on a purely contingent basis. In agreeing to pursue this case, Plaintiff's Counsel bore all the risk that, if the case were unsuccessful, there would be no compensation whatsoever for the time expended on the case nor any recovery of costs incurred in the litigation. The contingent risk associated with this case is particularly relevant in light of the complex questions related to liability, the uncertainty in the law regarding methodology for assessing civil penalties under PAGA, and the highly discretionary nature of PAGA penalties. As recognized by the California Supreme Court in *Ketchum*, these risks illustrate that if multipliers are not awarded in the cases that are successfully settled, plaintiff's counsel will not be fully compensated because the lodestar in and of itself cannot account for contingent risk associated with the litigation. Further, a decision to withhold a multiplier not only fails to compensate attorneys for this associated risk, but actively penalizes counsel who obtain a timely and efficient result.

Accordingly, given the risk associated with contingent representation, complexity of the claims involved, the skill displayed by Plaintiff's Counsel, and the benefit conferred on the State of California and the Aggrieved Employees, it is clear that the application of a multiplier of 1.3 is appropriate in this matter. Plaintiff therefore respectfully requests the Court award the requested attorneys' fees of $203,008.40.[6]

VII. THE REQUESTED COSTS TO BE REIMBURSED TO PLAINTIFF'S COUNSEL ARE FAIR AND REASONABLE.

Plaintiff's Counsel requests the reimbursement of the costs incurred in litigating this case in the amount of $15,632.38. (Minne Decl., ¶¶ 75-77, Exh. 8; Slinger Decl., ¶ 20, Exh. B.) These costs include items such as filing fees, mediation fees, expert fees, as well as $200.00 in future costs associated with: (1) the monitoring distribution of the Gross Settlement Amount; and (2) filing of a final accounting declaration. These costs are significantly less than the $20,000.00 allocated to costs under the Settlement, meaning an additional $4,367.62 will be included in the Net Settlement Amount and distributed to the LWDA and Aggrieved Employees. (Minne Decl., ¶ 77; Agreement, ¶ 40(a).) These costs were both reasonable and necessary for the successful resolution of this Action and should be approved by the Court.

VIII. THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE.

The purpose of a service award is to incentivize aggrieved employees to step into the shoes of the state labor agency and undertake the responsibilities associated with initiating a lawsuit and serving in a representative capacity. See, e.g., *Bell v. Farmers Ins. Exch*., 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the action); *Clark v. Am. Residential Servs., LLC*, 175 Cal.App.4th 785, 804 (2009) ("an incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit'").

The requested PAGA Representative Enhancement Payment in the amount of $10,000.00 to Plaintiff is fair and appropriate based on the substantial amount of effort Plaintiff invested into bringing this suit and assisting Plaintiff's Counsel on this case. Throughout the course of the litigation, Plaintiff spent a substantial amount of time and effort searching for relevant documents and providing the facts and evidence necessary to help establish the claims alleged against Defendants. Plaintiff was

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[6] Parker & Minne LLP and Lawyers *for* Justice, PC have agreed that any attorneys' fees awarded in this case will be divided equally between the firms. Plaintiff was provided a full written disclosure of this arrangement and consented to the arrangement in writing. (Minne Decl., ¶ 73; Kastelz Decl., ¶ 15.)

available whenever he was needed by Plaintiff's Counsel, and actively provided information to support pursuit of the Action. Prior to signing the Settlement Agreement, Plaintiff reviewed the Settlement Agreement, asked questions, and extensively discussed the terms of the Settlement with Plaintiff's Counsel. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without his active participation. (Minne Decl., ¶ 78; Slinger Decl., ¶ 21; Kastelz Decl., ¶¶ 4-7, 10.)

At the same time, Plaintiff faced many risks in serving as the PAGA representative in this matter. Plaintiff faces actual risks with his future employment, as putting himself on public record in an employment lawsuit could also very well affect his likelihood for future employment. Plaintiff also placed himself at substantial risk because if Defendants had prevailed in this action, he could have been found liable for Defendants' costs. Despite these risks, Plaintiff still chose to bring this litigation on behalf of the State of California and the Aggrieved Employees. (Minne Decl., ¶ 79; Kastelz Decl., ¶¶ 9-10.) Plaintiff has also agreed to enter into a general release of his individual claims against Defendants which is far broader than the limited release applicable to other Aggrieved Employees. (Agreement, ¶ 53; Minne Decl., ¶ 80; Kastelz Decl., ¶ 10.)

In the final analysis, the Settlement would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own individual claims, and placed himself at risk for the sake of the LWDA and the Aggrieved Employees. An Enhancement Payment of $10,000.00 to recognize Plaintiff's active participation in this lawsuit is well deserved and should be approved by the Court. S*ee Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 299 (N.D. Cal. 1995) (approving $50,000.00 enhancement); *Alcantar v. Hobart Serv.*, 2018 U.S. Dist. LEXIS 221900 at * 28 (C.D. Cal. 2018) (approving incentive award of $25,000.00); *Flo & Eddie, Inc. v. Sirius XM Radio, Inc.*, 2017 U.S. Dist. LEXIS 199172 at *31 (C.D. Cal. May 8, 2017)(approving incentive awards of $25,000.00 to each named plaintiff); *Friedman v. Guthy-Renker, LLC*, 2016 U.S. Dist. LEXIS 149900 at *27 (C.D. Oc. 28, 2016) (holding that incentive awards totaling $57,500.00 were "well within the range. . . approved by the Ninth Circuit"); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of $15,000 to be "fair and reasonable"); *Miller v. CEVA Logistics USA, Inc.,* 2015 WL 4730176, at * 9 (E.D. Cal. Aug. 10, 2015) (approving service award of $15,000 to each plaintiff).

IX. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE.

Subject to the Court's approval, the Parties have agreed to utilize Phoenix Settlement Administrators to administer the Settlement. (Agreement, ¶ 25.) The fees and expenses of the PAGA Settlement Administrator are estimated to amount to $4,950.00. (Minne Decl., Exh. 3; Declaration of Jodey Lawrence on Behalf of Phoenix Settlement Administrators, ¶ 23.) These costs include, but are not limited to, expenses for preparing, printing, and mailing the Settlement Cover Letter and Individual PAGA Payment checks (i.e., "PAGA Settlement Package") to the Aggrieved Employees, re-mailing the returned PAGA Settlement Packages to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Settlement, among other things. Accordingly, the Court should grant approval of Settlement Administration Costs in the amount of $4,950.00 to Phoenix Settlement Administrators, a necessary third-party for handling the settlement process.

X. NOTICE TO THE AGGRIEVED EMPLOYEES

Although PAGA does not require that unnamed aggrieved employees be provided notice of a PAGA settlement, the parties have jointly drafted a Settlement Cover Letter for the Court's approval which will be delivered to the Aggrieved Employees along with their Individual PAGA Payment checks. (Settlement Agreement, Exhibit A). The Notice includes information regarding the nature of the lawsuit and a summary of the terms of the Settlement.

No later than fourteen (14) calendar days after the Court grants approval of the Settlement, Defendants will provide a list to the Settlement Administrator containing the following information for each Aggrieved Employee: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Pay Periods during the PAGA Period; and (7) any other information reasonably required by the Settlement Administrator in order to effectuate the terms of the Settlement (the "PAGA Member List"). (Settlement Agreement, ¶¶ 2, 48.) The Settlement Administrator shall perform any searches necessary to confirm the Aggrieved Employees' addresses, and shall mail the Settlement Cover Letter and Individual PAGA Payment checks to all

Aggrieved Employees via first class mail no later than fourteen (14) calendar days after the funding of the Gross Settlement Amount by Defendants. (Settlement Agreement, ¶ 48.)

XI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion and issue an order approving the Parties' Joint Stipulation of PAGA Settlement and enter judgment thereon.

Respectfully submitted,

Dated: March 13, 2026

PARKER & MINNE, LLP

By: ______________________

S. Emi Minne
Attorneys for Plaintiff
KENNETH KASTELZ

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

Make a Reservation

KASTELZ vs FLEETWOOD ALUMINUM PRODUCTS, INC.

Case Number: CVRI2406069   Case Type: Civil   Category: Unlimited Civil Other Employment
Date Filed: 2024-10-10   Location: Historic Court House - Department 1

Reservation

Case Name: KASTELZ vs FLEETWOOD ALUMINUM PRODUCTS, INC.	Case Number: CVRI2406069
Type: Motion for Approval of PAGA Settlement	Status: RESERVED
Filing Party: KENNETH KASTELZ (Plaintiff)	Location: Historic Court House - Department 1
Date/Time: 05/26/2026 8:30 AM	Number of Motions: 1
Reservation ID: 623431660166	Confirmation Code: CR-KGFUGS45P8AQW42EQ

Fees

Description	Fee	Qty	Amount
Motion for Approval of PAGA Settlement	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a

Print Receipt   Reserve Another Hearing   View My Reservations

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