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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JEFF DOLLARHIDE, as a proxy for the State of California on behalf of all similarly aggrieved employees, Plaintiff, vs. COATING SPECIALISTS AND INSPECTION SERVICES, a California corporation; RMA COMPANIES, an unknown entity; and DOES 1 through 50, inclusive, Defendants.	Case No. 25CU004196C [Assigned for all purposes to the Hon. Carolyn M. Caietti, Department C-70] **NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: February 19, 2027 Time: 10:30 a.m. Dept.: C-70 **Reservation No.: 102123** Action Filed: January 24, 2025 Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 19, 2027, at 10:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable Carolyn M. Caietti, Judge presiding in Department C-70 of the above-referenced Court located at 330 W. Broadway, San Diego, California 92101, Plaintiff Jeff Dollarhide ("Plaintiff") will seek an Order approving the concurrently filed Joint Stipulation and Settlement Agreement of PAGA Representative Action ("Settlement Agreement"), pursuant to the procedures set forth in Labor Code § 2698, *et seq*.

This motion will be based on this notice of motion, the attached memorandum of points and authorities, the accompanying declarations of Max W. Gavron, Dennis S. Hyun, and Plaintiff Jeff Dollarhide, the records and file herein, and on such other evidence as may be presented at the hearing of the motion.

DATED: May 28, 2026

DIVERSITY LAW GROUP, P.C.

By: ________________________
Larry W. Lee
Max W. Gavron
Attorneys for Plaintiff Jeff Dollarhide and Aggrieved Employees

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I. INTRODUCTION

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq*., Plaintiff Jeff Dollarhide ("Plaintiff") hereby moves the Court for an order approving the non-reversionary settlement with Defendants Coating Specialists and Inspection Services and RMA Companies[1] (collectively, "Defendants") (together with Plaintiff, the "Parties"), as set forth in the Joint Stipulation and Settlement Agreement of PAGA Representative Action ("Settlement Agreement" or "SA"), which was filed with the Court on April 28, 2026. For the Court's convenience, the Parties are refiling the Settlement Agreement, along with the Notice to accompany checks to aggrieved employees as Exhibits B and C to the accompanying Declaration of Max Gavron ("Gavron Decl.") filed herewith.

As demonstrated below and in Mr. Gavon's Declaration, the proposed settlement warrants the Court's approval. This settlement was reached after significant litigation, investigation, and informal discovery, including Defendants' production of information regarding the number of pay periods at issue in this action. Furthermore, pursuant to the terms of the settlement, Defendants will pay the total amount of $50,000.00 (the "Gross PAGA Settlement Amount"), which includes an estimated payment of approximately $10,112.91 in civil penalties to the California Labor and Workforce Development Agency ("LWDA"). The proposed release is narrowly tailored to release only claims for civil penalties under PAGA predicated on the specific Labor Code violations alleged in the Complaint and PAGA Notice. Defendants deny Plaintiff's claims and further assert that they had updated payroll practices prior to Plaintiff's filing of his PAGA notice with the LWDA. To avoid the burden and expense of further litigation, the Parties entered into the Joint Stipulation and Settlement of the PAGA Representative Action. The proposed settlement constitutes an adequate, fair, and reasonable settlement on behalf of the LWDA and aggrieved employees and accomplishes the goals of the PAGA.

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[1] RMA Companies, of which Coating Specialists and Inspection Services (CSI) is a subsidiary, is now known as Certerra.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The PAGA Notice

On November 21, 2024, Plaintiff submitted written notice under Labor Code § 2699.3 to the LWDA and Defendants, alleging that Defendants violated Labor Code §§ 204 and 210 (the "PAGA Notice"). *See* Declaration of Max W. Gavron ("Gavron Decl.") ¶¶ 3-4, Exhibit A.

As set forth in the PAGA Notice, Plaintiff contends that, as matter of policy and practice, Defendants failed to pay wages in a timely manner, in violation of Labor Code § 204. *See* Gavron Decl. ¶ 4.

B. The Operative Complaint

On January 24, 2025, Plaintiff filed a representative action complaint against Defendants in the Superior Court of the State of California, County of San Diego (the "Action"). *See* Gavron Decl. ¶ 5. The Complaint alleges a single cause of action for violation of Labor Code § 2698, *et seq*., based on the facts described in Plaintiff's PAGA Notice. *Id.* As alleged in the Complaint, Plaintiff contends that Defendants failed in their affirmative obligation to make timely payments of wages to employees according to the terms of Labor Code § 204(d). *Id.* ¶ 6. Specifically, Plaintiff alleges that Defendants, as a matter of policy and practice, paid the wages of employees beyond the time periods allowed pursuant to Labor Code § 204. *Id.* Plaintiff seeks civil penalties under PAGA, as well as attorneys' fees, and costs. *See id.* Defendants dispute and deny Plaintiff's allegations and claims asserted in the operative Complaint. *See id*. ¶¶ 21-23.

C. Settlement

Following the filing of Defendants' responsive pleading, the Parties engaged in informal discovery and exchanged information regarding the number of aggrieved employees, pay periods at issue during the PAGA period. Gavron Decl. ¶ 7. Using the data provided by Defendants, Plaintiff's counsel performed a comprehensive evaluation of the claims and potential penalties. *Id.*

The Parties ultimately agreed to a settlement of the Action and worked to memorialize the terms of the settlement in a long-form Joint Stipulation and Settlement Agreement of

PAGA Representative Action, a true and correct copy of which is attached to the Declaration of Max W. Gavron as Exhibit B. *Id.* ¶ 8. Additionally, the Parties have agreed to send the Notice explaining the Settlement Agreement to aggrieved employees. *Id.* ¶ 8, Exh. C.

The Parties recognize the risk, expense, and delay in continuing litigation and believe the settlement to be fair, reasonable, and adequate. *See* Gavron Decl. ¶¶ 21-23. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the afore-referenced claims and allegations.

III. SUMMARY OF THE PROPOSED PAGA SETTLEMENT

The material terms of the settlement are described below and set forth in detail in the concurrently filed Settlement Agreement, a true and correct copy of which is attached as Exhibit B to the Declaration of Max W. Gavron.

A. The Aggrieved Employees

The current Action is being settled on behalf of the following employees: current and former individuals who were employed by Defendants in California at any time from November 21, 2023, through the Release End Date ("PAGA Members"). *See* SA ¶ 10. The PAGA Period is November 21, 2023, through the Release End Date [November 9, 2024]. *Id.* ¶¶ 12, 14. Based on Defendants' records, there are approximately 62 PAGA Members. *Id.* ¶ 10. These individuals worked approximately 1,200 pay periods during the PAGA Period. *See id.* ¶ 57.

B. Gross PAGA Settlement Amount and Allocation

The Settlement Agreement requires Defendants to pay the Gross PAGA Settlement Amount of Fifty Thousand Dollars ($50,000.00). *See* SA ¶ 29.a. Based on the Gross PAGA Settlement Amount, Defendants will pay approximately $41.67 per pay period ($50,000 ÷ 1,200 pay periods) to resolve the claims in this case. *See* Gavron Decl. ¶ 11.

The balance of the Gross PAGA Settlement Amount remaining after deduction of the approved attorneys' fees and litigation costs, settlement administration costs, and Plaintiff's Representative Enhancement ("Net PAGA Fund") will be available for distribution to the LWDA and PAGA Members. *See* SA ¶¶ 8, 29.c, 32. The Net PAGA Fund will total approximately $15,558.33. *See* Gavron Decl. ¶ 12. Sixty-five percent (65%) of the net amount, or approximately $10,112.91, will be paid to the LWDA for PAGA penalties ("LWDA Payment"). *See* SA ¶ 29.c; Gavron Decl. ¶ 13. The remaining thirty-five percent (35%), or approximately $5,445.42, will be distributed to the PAGA Members. *See* SA ¶ 29.c; Gavron Decl. ¶ 13. However, these amounts will be higher when they are adjusted to account for the actual litigation costs incurred and requested by Plaintiff's counsel.

The amount any particular PAGA Member will be entitled to recover will depend on the number of pay periods in which he or she worked during the PAGA Period, with some entitled to receive more and others less. *See* SA ¶ 32.a. This is fair, as it directly allocates greater penalties to individuals who have allegedly suffered greater harm. *See* Gavron Decl. ¶ 18. Any checks distributed to PAGA Members that are not cashed within 180 days shall be sent to the State of California State Controller's Office Unclaimed Property Fund in the name of the PAGA Member. *See* SA ¶ 41.

As part of the settlement, Defendants do not object to Plaintiff's counsel's request for attorneys' fees of approximately one-third of the Gross Settlement Amount, *i.e.*, Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($16,666.67), and reimbursement of litigation costs in an amount up to Ten Thousand Dollars ($10,000.00), subject to the Court finally approving this settlement. *See* SA ¶ 30.[2] Any portion of the requested attorneys' fees and/or costs not approved by the Court shall be added back to the Gross Settlement Amount for distribution according to the terms of the Settlement Agreement. *See id*.

Also, as part of the settlement, Defendants do not object to Plaintiff's request for a Representative Enhancement to Plaintiff in an amount not to exceed Five Thousand Dollars

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[2] At the time the Parties negotiated the Settlement Agreement, Plaintiff's counsel did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement. Plaintiff's counsel requests reimbursement of $1,918.99 for litigation-related expenses. *See* Gavron Decl. ¶ 40, Ex. E. The difference between what was allocated and the amount actually incurred will revert to the Net PAGA Fund and be distributed pursuant to the terms of the Settlement Agreement, which results in a greater recovery for the PAGA Members and LWDA.

($5,000.00). *See* SA ¶ 31. Any portion of the Representative Enhancement to Plaintiff that is not approved by the Court shall be added back to the Gross PAGA Settlement Amount for distribution according to the terms of the Settlement Agreement. *See id*. ¶.

Finally, the settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA ¶ 34. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the administration costs estimated to be Two Thousand Seven Hundred Seventy-Five Dollars ($2,775.00). *See* SA ¶¶ 18, 34.

C. Scope of the Released Claims

In exchange for the payments described above, Plaintiff and the PAGA Members will release the Released Parties from the Released Claims. *See* SA ¶¶ 13, 35. As defined in the Settlement Agreement, the term "Released Claims" means:

> all PAGA claims pled in the Lawsuit and any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, and any PAGA claims which could have reasonably been alleged under the facts, allegations and/or claims pled in the Lawsuit or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, against the Released Parties, for work performed during the PAGA Period, including but not limited to the following:
>
> a. The Claims set forth in the Lawsuit, specifically: penalties pursuant to the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) for alleged violations of the California Labor Code including: (1) failure to timely pay all employees as required by Labor Code sections 204 and 210; (2) claims reasonably predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or PAGA Notice, including claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, and 2698 *et seq*. [ ]

See SA ¶ 35. The settlement is not intended to release does not extend to violations of any predicate statutes other than PAGA. *See id*. The settlement also does not affect a waiver of claims by PAGA Members against the Released Parties for any individual wage and hour claims. *See id*.

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IV. THE PAGA SETTLEMENT IS REASONABLE AND SHOULD BE APPROVED

A. PAGA Overview

In 2004, California enacted PAGA, which allows aggrieved employees, on behalf of the LWDA and other aggrieved employees, to bring suit against their employers for alleged violations of the California labor laws and to obtain penalties that previously could only be obtained by the State. The PAGA was enacted because the Legislature determined that it was "in the public interest to allow aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code violations," since the State had not been able to fully or adequately enforce its labor laws. *Arias v. Superior Court*, 46 Cal. 4th 969, 980 (2009); *Ochoa- Hernandez v. Cjaders Foods, Inc*., 2010 WL 1340777, *4 (N.D. Cal. April 2, 2010) ("The act's declared purpose is to supplement enforcement actions by public agencies, which lack adequate resources to bring all such actions themselves. Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action" [citations omitted].)

Labor Code § 2699(a) states that any Labor Code provision "that provides for a civil penalty to be assessed and collected by the [LWDA] may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." An "aggrieved employee" means "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." Lab. Code § 2699(c). Prior to commencing an action, the allegedly aggrieved employee must provide notice to the LWDA and the employer setting forth the "specific provisions of [the Labor Code] alleged to have been violated, including the facts and theories to support the alleged violation." Lab. Code § 2699.3(a)(l). If the LWDA decides not to investigate the allegations or issue a citation to the employer, the proposed representative plaintiff is entitled to commence a PAGA action after 65 days. Lab. Code § 2699.3(a)(2).

The California Supreme Court has explained that a plaintiff who brings a PAGA claim "represents the same legal right and interest as state labor law enforcement agencies," and brings PAGA claims "as the proxy or agent" of the State. *Arias*, 46 Cal. 4th at 986. Of the civil penalties recovered, sixty-five percent (65%) goes to the LWDA, and the remaining thirty-five percent (35%) goes to the "aggrieved employees" for collecting the penalties on behalf of the State Lab. Code § 2699(m); *Baumann v. Chase Inv. Servs. Corp*., 747 F.3d 1117, 1123 (9th Cir. 2014) (a PAGA representative's recovery is "an incentive to perform a service to the state, not restitution for wrongs done to members of the class").

B. This Settlement Meets the *Moniz* and *Kullar* Approval Requirements

In *Moniz v. Adecco USA, Inc*., 72 Cal. App. 5th 56, 76-77 (2021), the Court of Appeal noted that in approving PAGA settlements, "the trial court conducts an 'independent assessment of the adequacy of the settlement terms,' which requires that the court have before it a record from which it can discern sufficient information about the amount in controversy and the realistic range of outcomes." *Id.* In so noting, the Court of Appeal cited *Kullar v. Foot Locker Retail, Inc*., 168 Cal. App. 4th 116, 130, 133 (2008). Although *Kullar* is a class action case, to the extent that it applies, the *Kullar* Court noted that a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. Here, Plaintiff addresses both *Kullar* factors.

As discussed above, the only predicate claim at issue is Defendant's alleged failure to timely pay wages pursuant to Labor Code §§ 204 and 210, which require that wages be paid no later than seven (7) days after the end of the pay period. As such, there is only one violation per employee per pay period. Defendant provided the number of pay periods at issue to permit Plaintiff to calculate maximum penalties, which is $100 per pay period pursuant to Labor Code § 2699(f)(2)(A). Defendant's maximum exposure is $120,000.00 (1,200 pay periods at issue x $100 per pay period). Therefore, the $50,000 accounts for 41.67% of Defendant's total exposure. Plaintiff respectfully submits that this amount is fair, adequate and reasonable. Again, Defendants deny Plaintiff's claims and further assert that prior to Plaintiff's filing of his PAGA notice, it had updated its payroll practices insofar as Plaintiff's claims are concerned. To avoid the burden and expense of further litigation, The Parties entered into the Joint

Stipulation and Settlement of the PAGA Representative Action.

Further, while Plaintiff believes that the claims have merit, Defendant could have various defenses, including that it addressed Plaintiff's claims prior to the filing of the PAGA notice, acted in good faith to warrant a reduction of penalties etc. Pursuant to Labor Code § 2699(f)(2) the Court can decline to award PAGA penalties where "…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." As the California Court of Appeal has affirmed, trial courts are well within their discretion to reduce PAGA penalties "for technical violations that cause no injury," especially where the "violation was inadvertent." *Raines v. Coastal Pac. Food Distributors, Inc.*, 23 Cal. App. 5th 667, 681 (2018).

In deciding whether to award the maximum penalty amount, courts may focus on whether the employer made a **good faith effort to follow the law**. *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1136 (2012). In *Thurman*, the Court of Appeal upheld the trial court's significant reduction of PAGA penalties by 30% because the **employer was not initially on notice that it was in violation of the law** and because it would have been **unfair** to award penalties where the employer was unaware of the violations. *Id*. When the employer was made aware of the violations, it timely took steps to come into compliance. *Id.* By contrast, the imposition of full penalties was justified when an employer took a "'cavalier approach to fulfilling its contractual and statutory obligations'" and demonstrated "reckless disregard" with respect to paying its employees. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1214 (2008)

Indeed, as recently shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id*. at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id*. at 539.

Accordingly, Plaintiff respectfully submits that he has conducted adequate discovery and believes that the settlement is fair in light of Defendant's potential defenses.

C. The Settlement is Reasonable and Effectuates PAGA's Objectives

The court's focus in a PAGA case is not the amount that aggrieved employees will ultimately receive as a result of a settlement, but instead, on whether the settlement achieves PAGA's objectives. Under PAGA, the penalties recovered are meant to supplement agency funding for education and enforcement purposes. *See* Lab. Code § 2699(i). Here, the settlement represents an extraordinary recovery for the aggrieved employees and the State, and thus the settlement certainly effectuates PAGA's purpose.

The settlement is also consistent with the State's public policy favoring resolution of disputes. "California law favors the settlement of disputes as our high court clarified in *Neary*[]. Settlement is efficient; it reduces costs, saves resources, and minimizes court congestion. [] The parties are best positioned to understand their interests and resolve a dispute in a mutually beneficial manner without court intervention into the settlement." *Consumer Advocacy Group, Inc. v. Kintetsu*, 141 Cal. App. 4th 46, 62-63 (2006) (citing *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277- 278 (1992)).

D. The Scope of the Release is Appropriately Limited

Because an aggrieved employee's PAGA action is a substitute for an action brought by the government, "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." *Arias*, 46 Cal. 4th at 986. However, "the nonparty 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." *Id.* at 987; *see also*, Lab. Code § 2699(g)(l) (non-party aggrieved employees retain all rights "to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part").

Here, if approved, the settlement would release the Released Parties from all claims for civil PAGA penalties predicated on Labor Code §§ 201, 202, 203, 204, 210, and 2698, *et seq.* – and nothing more. *See* SA ¶ 35. The settlement would not impact any PAGA Member's ability to pursue PAGA claims predicated on other Labor Code violations. *See id.* Nor does the settlement release individual wage and hour claims that PAGA Members may have against Defendants. *See id.* Therefore, the limited scope of the release also supports approval.

E. The Attorneys' Fees are Reasonable

Labor Code section 2699(g)(1) provides for the recovery of attorneys' fees and costs in any successful action brought under PAGA. Although this is not a class action, in class actions California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to class members by the settlement. *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) ("*Serrano III*"); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc*., 557 F. 2d 759, 769 (9th Cir. 1997). The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent*, 557 F. 2d at 769.

The common fund doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, he may require the passive beneficiaries to compensate those who created the fund. Both California state and federal courts have embraced this doctrine. *Serrano III*, 20 Cal. 3d at 35; *Vincent*, 557 F. 2d at 769. Similarly, in *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995), the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." The reasons for applying the common fund doctrine include: "fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly compensated should his efforts be successful." *Id.*

Indeed, the California Supreme Court has held that the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.").

The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id*. at 487. As the Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id*. at 505.

Here, as set forth in their declarations, Plaintiff's counsel estimate that they have spent at least 61.7 hours litigating this current action, and anticipate spending approximately 10 additional hours attending to post-settlement matters, including responding to correspondence and calls and dealing with the administrator. *See* Gavron Decl. ¶¶ 34-39, Ex. D; Declaration of Dennis S. Hyun ("Hyun Decl.") ¶ 8, Exh. A. Based thereon and based on their respective hourly rates, the lodestar equates to $60,045.00, which exceeds the amount of the requested fees and results in a negative multiplier of 0.27. *See* Gavron Decl. ¶¶ 34-39, Exh. D. Thus, the requested fee amount of $16,666.67 is fair and reasonable.

Additionally, Plaintiff's counsel's cost reimbursement request in the amount of $1,918.99 is also reasonable. *See* Gavron Decl. ¶ 40, Exh. E. The costs were all directly incurred in the prosecution of this action, including filing fees, service of process fees, postage, and other costs. *See id*. The costs requested are also far less than those permitted under the settlement further supporting their reasonableness. As such, the requested costs should be awarded as fair and reasonable.

F. Plaintiff's Representative Enhancement Should be Approved

Courts have held that named plaintiffs in class or private attorney general actions can request a service award. *Rodriguez v. W. Publ'g Corp*., 563 F.3d 948, 958-59 (9th Cir. 2009) (explaining that service awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their **willingness to act as a private attorney general**") (emphasis added).

Here, Plaintiff seeks $5,000.00 for his service award, which is intended to compensate Plaintiff for the time spent on this case, including reviewing pleadings and the potential for hesitation from later prospective employers that might find out he brought this claim. *See* SA ¶ 31; Declaration of Jeff Dollarhide ¶¶ 4-5. This requested enhancement is consistent with awards approved in other common fund cases. *See Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of $50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig*., 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of $ 55,000, and three incentive awards of $35,000); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a $50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp*., 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) ($50,000 awarded to each class representative); *Glass v. UBS Fin. Servs*., No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming $25,000 incentive award to class representative in ERISA case).

G. The Settlement Administrator's Costs Should be Approved

The Parties have agreed to pay actual costs of administration, or $2,775.00, to the Settlement Administrator, Phoenix Settlement Administrators, to administer this settlement. *See* SA ¶¶ 18, 34. The Parties believe that the administration fee is reasonable and should be approved.

H. Notice to the LWDA Has Been Provided

As discussed above, and concurrent with the filing of this Motion, Plaintiff uploaded the instant motion to the LWDA's website. Gavron Decl. ¶ 41, Exh. F.

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V. CONCLUSION

Based on the above, Plaintiff requests the Court approve the current PAGA settlement.

DATED: May 28, 2026

DIVERSITY LAW GROUP, P.C.

By: ______________________________

Larry W. Lee
Max W. Gavron
Attorneys for Plaintiff Jeff Dollarhide and Aggrieved Employees