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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

MARIO REYES, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

SUTHERLAND MANAGEMENT CO, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU000076C

**NOTICE OF MOTION AND MOTION
TO APPROVE PAGA SETTLEMENT;
and,**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION**

Hearing Date: September 24, 2026
Hearing Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan
Dept.: 66

Action Filed: July 8, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT at 10:15 a.m. on September 24, 2026, or as
3 soon thereafter as the matter can be heard, in Department 66 of the above entitled Court
4 before the Honorable Wendy M. Behan, Plaintiff Mario Reyes (“Plaintiff”) will and hereby
5 does move for an order approving the settlement of the PAGA claim alleged against
6 Defendant Sutherland Management Co, LLC (“Defendant”) in accordance with Labor Code
7 §2699(s). The proposed settlement is set forth in the accompanying PAGA Settlement
8 Agreement (“Agreement”).

9 This Motion will be based on this notice, the accompanying points and authorities, the
10 Declaration of Victoria Rivapalacio, the Agreement, and the complete files and records in this
11 action. The Labor Workforce Development Agency has been served with this motion and the
12 Settlement Agreement as set forth in the accompanying proof of service.

13 Respectfully submitted,

14 Dated: August 28, 2026

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

16 By: /s/ Victoria Rivapalacio
17 Victoria Rivapalacio
18 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Mario Reyes (“Plaintiff”) reached a settlement of the California Private
4 Attorneys General Act, Cal. Labor Code §2699, *et seq.* (“PAGA”) claim asserted in this action
5 against Defendant Sutherland Management Co. LLC (“Defendant”) (collectively, the
6 “Parties”) which provides for a “Gross PAGA Settlement Amount” payment in the amount of
7 \$400,000.00. In accordance with California Labor Code §2699(s), Plaintiff now asks this
8 Court to review and approve the settlement of Plaintiff’s PAGA claims.¹ This is only a
9 settlement of the PAGA claims for civil penalties and is not a class settlement and does not
10 release the individual wage claims, if any, of the affected employees other than the Plaintiff
11 herself. Cal. Labor Code § 2699(k)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381
12 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not
13 recoverable under PAGA).

14 The PAGA settlement is set forth in the accompanying PAGA Settlement Agreement
15 (“Agreement”) and the form used for Agreement is the Los Angeles Superior Court’s model
16 form. A true and correct copy of the Agreement which sets forth the terms for the settlement
17 of the PAGA claims is attached as Exhibit #1 to the Declaration of Victoria Rivapalacio, filed
18 herewith. Capitalized terms shall have the same meaning as defined in the Agreement. The
19 LWDA received notice of this Settlement, and this motion as set forth in the accompanying
20 proof of service.

21 A proposed order confirming review and approval of the PAGA settlement is submitted
22 herewith.

23 **II. RELEVANT FACTS**

24 PAGA Counsel mailed the necessary correspondence to the California Labor and
25 Workforce Development Agency (“LWDA”) on January 3, 2024, on behalf of Plaintiff Reyes,
26 requesting authorization from the LWDA to seek civil penalties as provided by the Private
27

28 ¹ Section 2699(s)(2) provides as follows: “The superior court shall review and approve any settlement of any civil action pursuant to this part.”

1 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the
2 PAGA Notice. (Declaration of Victoria Rivapalacio, at ¶ 3). The 65-day notice period for the
3 LWDA to notify of its intent to investigate expired on March 8, 2024. On July 8, 2024,
4 Plaintiff Reyes filed a Representative Action Complaint in this Court against Defendant
5 Sutherland Management Co, LLC, alleging a single cause of action for recovery of civil
6 penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

7 Plaintiff and Defendant agreed to mediate with Kevin Barnes, Esq. Prior to the
8 mediation, the Parties conducted significant investigation and discovery of the facts and law.
9 Defendant produced hundreds of pages of documents relating to its policies, practices, and
10 procedures regarding paying non-exempt employees for all hours worked, overtime, meal and
11 rest period policies, payroll and operations policies, and more. Plaintiff was provided with
12 sufficient records and data to determine the number of Aggrieved Employees and the number
13 of pay periods in the PAGA Period. The Parties agree that the above-described investigation
14 and evaluation, as well as the information exchanged during the settlement negotiations, are
15 more than sufficient to assess the merits of the Parties’ positions and to compromise the issues
16 on a fair and equitable basis. (Rivapalacio Decl., at ¶ 3).

17 Plaintiff’s theory of PAGA liability as argued at mediation alleged that Defendant is
18 liable for failing to provide legally compliant meal and rest periods because Defendant
19 required Plaintiff and other Aggrieved Employees to remain on premises for meal and rest
20 periods, Defendant failed to relieve Plaintiff and Aggrieved Employees of all duty during meal
21 and rest periods, manipulated the time record of meal breaks, resulting in synthetic thirty-
22 minute breaks, and regularly interrupting meal and rest breaks. Plaintiff also alleged that
23 Defendant is liable for reporting time pay wages when Plaintiff and Aggrieved Employees
24 reported to work as scheduled but were immediately sent home due to a lack of work. Further,
25 Plaintiff alleged that Defendant is liable for its failure to incorporate all remuneration in its
26 calculation of the regular rate of pay, including the payment of Bonus Dollars, Overnight Pay
27 Dollars, Overnight Pay 3 Dollars, and Overnight Pay 2 Dollars. Lastly, Plaintiff alleged that
28 Defendant failed to reimburse Plaintiff and Aggrieved Employees for the use of the personal

1 cell phones or for the purchase of uniform accessories required for the job. (Rivapalacio Decl.,
2 at ¶ 3). Defendant maintained that it always complied with applicable wage and hour
3 regulations.

4 On February 11, 2026, the Parties engaged in an all-day mediation session before
5 Mediator Kevin Barnes, Esq., a respected and experienced mediator knowledgeable of both
6 the wage and hour laws and representative claims at issue in this action. Through arms-length
7 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
8 PAGA claims in this action which led to the signing of a Memorandum of Understanding
9 memorializing the settlement.² (Rivapalacio Decl., at ¶ 3).

10 The settlement was negotiated in light of all known facts and circumstances and the
11 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
12 representative claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the
13 merits of Defendant’s potential defenses, and the significant delay and potential appellate
14 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
15 the assistance of Kevin Barnes. (Rivapalacio Decl., at ¶ 3).

16 **III. TERMS OF THE PAGA SETTLEMENT**

17 The PAGA settlement is subject to Court approval consistent with Labor Code
18 §2699(s)(2). (Agreement at ¶ 6, *et seq.*). The Agreement negotiated by the Parties provides
19 for a “Gross PAGA Settlement Amount” payment in the amount of \$400,000.00 to resolve the
20 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA
21 Settlement of \$400,000.00, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
22 Payment”) in the amount of \$133,333 (which is one-third of the PAGA Settlement),
23 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
24

25 ² In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
26 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
27 (“Individual Settlement”) (Settlement Agreement at ¶ 2.2). The individual claims were not at issue in
28 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

1 amount not to exceed \$22,000, a service award of \$10,000 (“Service Award”) and
2 Administration Expenses Payment not to exceed \$8,600 (Agreement at ¶¶ 3.2.1-3.2.4).³ After
3 these deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no
4 less than \$226,067.00.

5 Of the PAGA Payment amount, sixty-five percent (65%) (no less than \$146,943.55)
6 will be paid to the LWDA and the remaining thirty-five percent (35%) (no less than
7 \$79,123.45) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.4).⁴

8 The Individual PAGA Payment for each Aggrieved Employee shall be based on the
9 number of pay periods each Aggrieved Employee worked during the PAGA Period as an
10 Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved
11 Employees during the PAGA Period.⁵ The PAGA Period is the time period from May 4, 2023
12 to April 11, 2026. (Agreement at ¶ 1.23). For mediation, Defendant represented that there
13 were 1,103 Aggrieved Employees who collectively worked approximately 25,002 pay periods
14 during the PAGA Period. (Agreement at ¶ 4.1).

15 Upon entry of final judgment, the Released Parties shall be entitled to a release from
16 the Aggrieved Employees for any “Released PAGA Claims”, which means all claims for
17 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
18

19 ³ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
20 Payment less than the amounts requested, the Administrator will allocate the remainder of these
21 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
22 Expenses are less, or the Court approves payment less than \$8,600, the Administrator will allocate the
23 remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Service Award is
approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.4).

24 ⁴ “Aggrieved Employees” means all employees who are or previously were employed by Defendant
25 in California and classified as a non-exempt employee during the PAGA Period, excluding claims by
26 any individual employed by TRS Restaurant, Inc. (Settlement Agreement at ¶¶ 1.4). “PAGA Period”
means the period from May 4, 2023 to April 11, 2026, subject to the escalator clause at Paragraph 8
of the Settlement Agreement. (Settlement Agreement at ¶¶ 1.4, 1.23).

27 ⁵ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Payment by
the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

1 stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA,
2 which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all
3 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
4 Employment and Housing Act, unemployment insurance, disability, social security, workers'
5 compensation, claims by employees of TRS Restaurants, Inc., claims by Rachel Ann Magcale
6 Fornasodoro, and California class claims, and Plaintiff's individual claims that are subject to a
7 separate release and PAGA claims outside of the PAGA period. (Agreement at ¶5.2).

8 Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount,
9 the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA
10 Payment, the Administration Expenses Payment, the Service Award and the PAGA Counsel
11 Fees Payment and PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4). Checks will
12 remain negotiable for one hundred eighty (180) days. (*Id.* at ¶ 4.4.1) For any Individual PAGA
13 Payment check that is uncashed and cancelled after the void date, the Administrator shall
14 transmit the funds represented by such checks to the Cy Pres Recipient, Legal Aid at Work,
15 subject to Court approval. (*Id.* at ¶ 4.4.3).

16 Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the
17 Agreement and this motion to the LWDA concurrently with the filing of the instant motion for
18 settlement approval as set forth in the accompanying proof of service in compliance with Labor
19 Code section 2699(s). In addition, Plaintiff shall submit to the LWDA a copy of the Court's
20 judgment and order approving the Agreement within ten (10) days after entry of judgment or
21 order.

22 **IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS**

23 The claim before this Court is solely the representative claim under PAGA on behalf of
24 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
25 settle this PAGA claim in its entirety after investigation and an arm's length mediation session.
26 (Rivapalacio Decl., at ¶ 4.) The settlement is intended to fully and finally resolve the Released
27 PAGA Claims asserted by Plaintiff on behalf of the State of California. This is a settlement
28 of only the PAGA claims for civil penalties and is not a class settlement and does not release

1 the individual claims, if any, of the Aggrieved Employees, other than any claims under PAGA.
2 This settlement does not release any claim that is not a PAGA claim.⁶ PAGA Counsel Fees
3 equal to one-third of the Gross PAGA Settlement amount (\$133,333.00), a Service Award of
4 \$10,000 and PAGA Counsel Litigation Expenses in an amount not to exceed \$22,000 will also
5 be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code
6 § 2699(k)(1), as set forth in the Agreement.⁷ Lastly, payment to the Administrator in an
7 amount not to exceed \$8,600 to perform the administrative duties to distribute the settlement
8 money shall also be paid. (Rivapalacio Decl., at ¶¶ 4-5.)

9 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
10 **SETTLEMENT OF THE PAGA CLAIM**

11 Labor Code § 2699(s) requires that the Court “shall review and approve any settlement
12 of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be
13 submitted to the agency at the same time that it is submitted to the court.” Consequently, the
14 parties respectfully ask the Court to review and approve the settlement of the PAGA claims
15 and the PAGA Payment to be paid as part of the proposed settlement.

16 **A. The PAGA Settlement Amount To Be Paid Is Fair And Reasonable**

17 The Parties believe that the PAGA Settlement amount is fair and reasonable and
18 therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of
19 \$400,000 is more than other PAGA settlements as it constitutes approximately \$16.00 per pay
20 period. (Declaration of Rivapalacio, at ¶ 5.)

21 This PAGA Settlement amount compares favorably to the estimated amount of PAGA
22 penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of
23 statutory PAGA civil penalties was potentially \$2,500,200 based on 25,002 pay periods
24

25
26 ⁶ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: “Nonparty employees are bound
by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

27 ⁷ As set forth in the accompanying Declaration of Victoria Rivapalacio, PAGA Counsel incurred costs
28 in the current amount of \$20,008.72, which is less than the cost allocation in the Settlement Agreement.
See Declaration of Rivapalacio at ¶ 9.

1 applicable to the Aggrieved Employees during the PAGA Period.⁸ (Rivapalacio Decl., at ¶ 5.)
2 Importantly, however, these calculations were performed at the maximum statutory rate for
3 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.
4 California Labor Code Section 2699(e)(2) permits a Court to award a lesser amount than the
5 maximum civil penalty if based on the facts and circumstances to do otherwise would result
6 in an award that is "unjust, arbitrary and oppressive or confiscatory."

7 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
8 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
9 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
10 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
11 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be
12 only \$125,010, which is far less than this settlement provides. (Rivapalacio Declaration, at
13 ¶ 5.)

14 Under PAGA, Courts have considerable discretion to reduce the penalty award. In
15 *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced
16 PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%, because the court found
17 maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts
18 have actually awarded no civil penalties, even when Labor Code violations are established.
19 See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6,
20 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court)
21 (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557,
22 *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

25 ⁸ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$2,500,200 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. The recent 2024 amendment to PAGA casts further doubt on the
availability of stacking.

1 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
2 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*,
3 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of
4 PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
5 suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove
6 that each Aggrieved Employee suffered a violation for each period the employee worked in
7 relation to meal or rest period violations, failure to pay minimum wages, failure to pay
8 overtime wages, failure to provide accurate itemized wage statements, failure to reimburse
9 employees for required expenses, and failure to pay wages when due.

10 Defendant maintains that Plaintiff and the Aggrieved Employees were properly
11 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and
12 denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative
13 Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to
14 the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant
15 could argue that no penalties prior to the PAGA notification should be awarded because the
16 violations were not intentional. These defenses present a risk to the PAGA claims and the
17 potential that some or all of the PAGA penalties sought may not be awarded. (Rivapalacio
18 Decl., at ¶ 7.)

19 Given Defendant's potential defenses to the alleged violations at issue, the risks and
20 costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is
21 fair and reasonable. (Rivapalacio Decl., at ¶ 7.) Defendant has similarly concluded that it is
22 desirable that the action is settled in the manner and upon the terms and conditions set forth in
23 the Agreement in order to avoid further expense, inconvenience and distraction of further legal
24 proceedings, as well as the uncertainty of litigation. Defendant has determined that it is
25 desirable and beneficial to put to rest the claims in this action and Defendant agrees that the
26 PAGA Settlement is fair, reasonable, and adequate.

27 PAGA Counsel have significant experience litigating wage and hour claims including
28 claims for PAGA penalties, and the PAGA Settlement here is similar to settlements that courts

1 have approved. (Rivapalacio Decl., at ¶¶ 7, 10.) The PAGA Settlement, along with the other
2 terms of the proposed settlement, were negotiated by experienced counsel at arm's length with
3 the assistance of a private mediator, Kevin Barnes, Esq. (Rivapalacio Decl., at ¶ 7.)

4 As set forth in the accompanying proof of service, the LWDA has been provided notice
5 of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA
6 Settlement and not oppose the motion should be given considerable weight. This is not a
7 situation where the Court needs to be concerned about the rights of absent employees as in a
8 class settlement, as this PAGA-only settlement does not release the individual claims of absent
9 employees other than PAGA claims, and the LWDA is a sophisticated government entity that
10 is more than able to look out for its own rights.

11 **B. The Remaining Settlement Terms Are Fair And Reasonable**

12 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
13 Code § 2699(s) does not require that a court approve any other elements of the proposed
14 settlement. Because there are no class allegations for which Plaintiff seeks approval, the
15 approval provisions applicable to class settlements under Cal. Code Civil Proc. §382 do not
16 apply. Accordingly, the Court only needs to approve the settlement of the civil penalties
17 sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for
18 attorneys' fees and costs are reasonable.

19 **VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE**

20 PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
21 amount of \$133,333.00 representing one-third of the \$400,000.00 Gross PAGA Settlement
22 Amount. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's
23 position is that the payment of attorneys' fees and costs in this settlement is a matter of contract
24 for contingent representation. Nevertheless, should this Court review the requested attorneys'
25 fees, it is clear that the requested fees and costs are reasonable.

26 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated
27 a recovery of \$400,000.00, and this result justifies the requested fees equal to one third of this
28 recovery. This percentage is within the standard contingent recovery percentage of one-third,

1 and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert*
2 *Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App.
3 5th 521, 545 (2021) (recognizing that ““fee awards in class actions average around one-third
4 of the recovery”” regardless of ““whether the percentage method or the lodestar method is
5 used.”” (quoting *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))).

6 Second, the fee award is justified by the work performed and contributions to the case.
7 As detailed in the accompanying Declaration of Victoria Rivapalacio at ¶ 8, the fee award is
8 within the reasonable multiplier cross-check of PAGA Counsel’s current lodestar of
9 \$125,110.00, with significant additional work to be performed.⁹

10 Generally, the Ninth Circuit and California Courts award positive multipliers between
11 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation
12 or obtaining good results. See, e.g., *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award
13 with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182
14 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and
15 affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001)
16 (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*,
17 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52
18 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014)
19 (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales*
20 *Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving
21 fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk
22 multipliers).

23 Third, consideration of the service factors justify the service of the lodestar. Courts
24 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
25 quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v. Moses*,

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27
28 ⁹ A true and correct copy of PAGA Counsel’s billing records are attached as Exhibit #2 to the
Declaration of Victoria Rivapalacio, filed herewith.

1 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these criteria
2 is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

3 Finally, as to litigation expenses, PAGA Counsel will be recovering litigation expenses
4 in the total amount of \$20,008.72 which is less than the \$22,000 allocation for costs in the
5 Agreement, so the difference of \$1,991.28 will be added to the PAGA Payment amount. These
6 expenses are documented in the accompanying Declaration of Victoria Rivapalacio at ¶ 9.

7 **VII. CONCLUSION**

8 Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA
9 settlement as set forth in the Agreement and enter the proposed order and judgment submitted
10 herewith.

11 Dated: August 28, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

13 By: /s/ Victoria Rivapalacio
14 Victoria Rivapalacio
15 Attorney for Plaintiff
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