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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

MIRIAM CAMARILLO, an individual on behalf of herself and all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL ASSOCIATION, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. **STK-CV-UOE-2025-0007037**
Related Case: *Gill v. Lodi Memorial Hospital Association*, case no. **STK-CV-UOE-2025-12196**

NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT;

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

[Proposed] Hearing Date: November 3, 4, 5, 10, or 12, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Robert T. Waters
Dept.: 11B

Action Filed: August 28, 2025
Trial Date: Not Set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on the date selected by the Court, on November 3, 4, 5, 10, or 12, 2026 at 9:00 am in Department 11B of the above-entitled Court located at 180 E. Weber Avenue, Stockton, CA 95202, before the Honorable Robert T. Waters, Plaintiffs Miriam Camarillo and Douglas Gill ("Plaintiffs") will and hereby do move for an order approving the settlement of the PAGA claim alleged against Defendant Lodi Memorial Hospital Association, Inc. ("Defendant") in accordance with California Labor Code §2699(l) (2016) amended by Stats. 2024, c. 44 (A.B. 2288), § 1, eff. July 1, 2024.). The proposed settlement is set forth in the accompanying PAGA Settlement Agreement ("Agreement").

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

Respectfully submitted,

Dated: October 2, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Victoria B. Rivapalacio*
Victoria B. Rivapalacio

Attorneys for Plaintiff Gill

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Miriam Camarillo and Douglas Gill ("Plaintiffs") reached a settlement of the California Private Attorneys General Act, Cal. Labor Code §2699, *et seq*. ("PAGA") claim asserted in their respective actions against Defendant Lodi Memorial Hospital Association, Inc. ("Defendant") (collectively, the "Parties"), which provides for a "Gross Settlement Amount" payment in the amount of $620,000.00. In accordance with California Labor Code §2699(l) (2016), Plaintiffs now ask this Court to review and approve the settlement of Plaintiffs' PAGA claims.[1] This is a settlement of only PAGA claims for civil penalties and is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than the Plaintiff herself. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA settlement is set forth in the accompanying Stipulation of Settlement and Release ("Agreement"). A true and correct copy of the Agreement which sets forth the terms for the settlement of the PAGA claims is attached as Exhibit #1 to the Declaration of Victoria B. Rivapalacio, filed herewith. Capitalized terms shall have the same meaning as defined in the Agreement. The LWDA received notice of this Settlement, and this motion as set forth in the accompanying proof of service.

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

II. RELEVANT FACTS

Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") sent the necessary correspondence to the California Labor and Workforce Development Agency ("LWDA") on February 17, 2025, on behalf of plaintiff Douglas Gill, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. (Declaration of Victoria B. Rivapalacio ("Rivapalacio Decl."),

[1] Section 2699(1)(2) provides as follows: "The superior court shall review and approve any settlement of any civil action pursuant to this part." Cal. Lab. Code § 2699 (2016) (*amended by* Stats. 2024, c. 44 (A.B. 2288), § 1, eff. July 1, 2024.).

at ¶ 3.) An amended PAGA Notice was sent on behalf of plaintiff Gill on June 20, 2025, supplying further facts regarding specific violations suffered by plaintiff Gill. (*Id*.) On March 12, 2025, Janelle Carney – Attorney at Law, APC ("JCAL") and Frontier Law Center ("FLC") sent the necessary correspondence to the LWDA, on behalf of plaintiff Miriam Camarillo, requesting authorization from the LWDA to seek civil penalties as provided by PAGA for the wage and hour violations alleged in the PAGA Notice. (*Id.*) The 65-day notice period for the LWDA to notify of its intent to investigate expired for plaintiff Gill on August 24, 2025 and for plaintiff Camarillo on May 16, 2025. On May 20, 2025, plaintiff Camarillo filed a wage and hour class and representative action Complaint against Defendant, San Joaquin County Superior Court Case No. STK-CV-UOE-2025-0007037, alleging a number of violations of the California Labor Code, as well as alleging a cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.] (the "*Camarillo* Lawsuit"). Plaintiff Camarillo subsequently dismissed the putative class action and individual Labor Code claims, pursuing solely the cause of action brought pursuant to PAGA. (*Id*.) On August 28, 2025, plaintiff Gill filed a Representative Action Complaint against Defendant, San Joaquin County Superior Court Case No. STK-CV-UOE-2025-0004986, alleging only a cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.] (the "*Gill* Lawsuit"). (Rivapalacio Decl., ¶ 3(a).)

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

Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for its failure to compensate for off-the-clock work, despite knowing that employees were required to

carry out pre shift duties, including computer boot-up time and time waiting in a queue to clock in. Further, Plaintiffs argued at mediation that Defendant is liable for its failure to provide lawful meal and rest periods due, in part, to Defendant's requirement that employees constantly monitor patients, their pagers or radios, and their work stations. Lastly, Plaintiffs argued that Defendant failed to reimburse Plaintiffs and the Aggrieved Employees for the use of their personal cell phone for work purposes. (Rivapalacio Decl., ¶ 3(b).)

On March 4, 2026, the Parties engaged in an all-day mediation session with Lisa Klerman, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, and based on the subsequently proposed mediator's proposal, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement.[2] (Rivapalacio Decl., ¶ 3.)

The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Ms. Klerman as Mediator. (Rivapalacio Decl., ¶¶ 3(c), 6.)

III. TERMS OF THE PAGA SETTLEMENT

The PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement at § F). The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $620,000 to resolve the Released PAGA Claims (hereinafter referred to as the "PAGA Settlement"). From this Gross Settlement Amount of $620,000, there is a

[2] In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs' individual non-PAGA claims arising out of their employment pursuant to separate confidential Individual Settlement Agreements ("Individual Settlements"). (Rivapalacio Decl, ¶ 3(d); Agreement at p.4). The individual claims are not at issue in 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.).

deduction of attorneys' fees ("PAGA Counsel Expenses Payment") up to $217,000 (which is thirty-five percent of the PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses Payment") in an amount not more than $35,000, representative enhancement payments in the amount of $10,000 each to Plaintiffs ("Representative Enhancement"), and Settlement Administration Costs ("Administration Expenses Payment") not to exceed $7,931. (Agreement at ¶¶ C, D(1), D(2), E).[3] After these deductions, the amount remaining is the "Net Settlement Amount", which is estimated to be no less than $340,069.

Of the PAGA Payment amount, sixty-five percent (65%) (no less than $221,044.85) will be paid to the LWDA and the remaining thirty-five percent (35%) (no less than $119,024.15) will be paid to the PAGA Settlement Members (Agreement at p.2).[4] The Individual PAGA Payment for each PAGA Settlement Member shall be based on the number of pay periods each PAGA Settlement Member worked during the PAGA Period as a PAGA Settlement Member, as a percentage of the total pay periods worked by all PAGA Settlement Members during the PAGA Period.[5] The PAGA Settlement Period is the time period from March 12, 2024 through April 3, 2026. (Agreement at p. 3).

As of approximately August 17, 2026, Defendant has represented that the PAGA Settlement Members consist of approximately 1,774 PAGA Settlement Members who collectively worked approximately 55,755 PAGA Pay Periods during the PAGA Settlement Period. (Rivapalacio Decl. ¶¶ 4, 14(b)-(c)); Agreement at ¶ A).

Upon entry of final judgment, the Released Parties shall be entitled to a release from the PAGA Settlement Members for any "Released Claims," which means all claims for PAGA penalties that were

[3] If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA Payment. (Agreement at § D).

[4] "PAGA Settlement Members" (also referred to as "Aggrieved Employees") means all current and former non-exempt employees of Defendants during the PAGA Period. The "PAGA Settlement Period" means the time period from March 12, 2024 through April 3, 2026. (Agreement at pp. 2-3).

[5] See Agreement at ¶ D(3) ("The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($119,024.15) 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.")

alleged, or reasonably could have been alleged, based on the facts stated in the Settlement Actions,[6] and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. (collectively the "Released Claims"). (Agreement at p. 3, ¶ B). The Released Claims expressly exclude all other claims, including Plaintiffs' individual claims subject to a separate settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California Plaintiffs' claims, and PAGA claims outside of the PAGA period. (*Id.*)

Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the "Released Parties" which means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant. (Agreement at p.3, ¶ B.)

Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Representative Enhancement payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4). The face of each check shall prominently state the void date, which is 180 days after the date of mailing when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (*Id*. at ¶ G(4).) For any PAGA Settlement Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check. (*Id*.)

Pursuant to California Labor Code Section 2699(1), Plaintiffs are providing a copy of the Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service in compliance with Labor Code

[6] "Settlement Actions" is defined collectively as the *Camarillo* Lawsuit and the *Gill* Lawsuit. (Agreement at p.2.)

section 2699(1). In addition, Plaintiffs shall submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of judgment or order.

IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS

The claim before this Court on this motion is solely the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The Parties have agreed to settle this PAGA claim in its entirety after investigation and an arm's length mediation session. (Rivapalacio Decl., at ¶¶ 2, 3.) The settlement is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of the State of California. This is only a settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the PAGA Settlement Members, other than any claims under PAGA. This settlement does not release any claim that is not a PAGA claim.[7] PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount ($217,000), and PAGA Counsel Litigation Expenses in an amount not to exceed $35,000 will also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1), as set forth in the Agreement.[8] Lastly, payment to the Administrator in an amount not to exceed $7,931 to perform the administrative duties to distribute the settlement money shall also be paid. ((Declaration of Janelle Carney ("Carney Decl."), ¶ 17, Agreement at ¶ E.)

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

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Cal. Lab. Code § 2699 (1) (2016). Consequently, the Parties respectfully ask the Court to review and approve the settlement of the PAGA claims and the PAGA Payment to be paid as part of the proposed settlement.

The Court of Appeal in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, defined the standard of review for PAGA settlements, finding that the trial court must consider whether the

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[7] 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."

[8] As set forth in the accompanying Declarations of Victoria B. Rivapalacio and Janelle Carney, PAGA Counsel incurred costs in the current amount of $32,472.25, which is less than the cost allocation in the Agreement. See Rivapalacio Decl. at ¶ 8.

settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Id.* at 77; *see also O'Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133 (adopting guidance from the LWDA providing that "when a PAGA claim is settled, the relief provided for under the PAGA [must] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public")

In making this assessment, the court's focus is not the monetary amount which the aggrieved employees or the State stand to receive, but on whether the total amount achieves PAGA's objective, (See *Ochoa- Hernandez v. CJADERS Foods, Inc.,* (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777 at *4 [citing *Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 986]), and is not the product of fraud, collusion or unfairness. (*Moniz, supra,* 72 Cal.App.5th at 77.) And because a PAGA claim is "a statutory action for penalties brought as a proxy for the State," "there is no need to protect absent employees' due process rights[.]" *Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 546.)

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

The Parties believe that the PAGA Settlement amount is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws, and therefore "shall" be reviewed and approved. As discussed above, the PAGA settlement was the result of arms-length, non-collusive negotiations, sufficient investigation and discovery was conducted by experienced counsel, and the settlement is reasonable. Here, the Gross PAGA Settlement Amount of $620,000 is more than other PAGA settlements as it constitutes approximately $11.12 per pay period. (Rivapalacio Decl., at ¶ 5.)

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $5,575,500 based on 55,755 pay periods applicable to the Aggrieved Employees during the PAGA Period.[9] (Rivapalacio Decl., at ¶¶ 5,14(b)-(c)). Importantly,

[9] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $5,575,500 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the availability of stacking penalties.

however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

In *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $278,775, which is far less than this settlement provides. (Rivapalacio Decl., at ¶¶ 5, 14(d).)

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

In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc*., 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each PAGA Settlement Member suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate

itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due.

Defendant maintains that Plaintiffs and the PAGA Settlement Members were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. (Rivapalacio Decl., at ¶¶ 6, 14(g).)

Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and reasonable. (Rivapalacio Declaration, at ¶¶ 5,6,14(g).) Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.

PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved. (Rivapalacio Decl., at ¶ 6.) The PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Lisa Klerman, Esq. (*Id.*, at ¶¶ 2,3,6.)

As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees other than PAGA claims,

and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

B. The Remaining Settlement Terms Are Fair And Reasonable

Although PAGA requires that a court approve the proposed PAGA settlement, Labor Code § 2699(1) does not require that a court approve any other elements of the proposed settlement. See Cal. Lab. Code § 2699 (2016). Because there are no class allegations for which Plaintiffs seek approval, the approval provisions applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable.

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

PAGA Counsel, consisting of JCAL, FCL, BNBD, seek approval of attorneys' fees from the PAGA settlement in the amount of $217,000 representing one-third of the $620,000.00 Gross PAGA Settlement Amount. The attorneys' fees will be allocated as follows: 25% to JCAL; 25% to FCL; 38.75% to BNBD; and 11.25% to Centurion Trial Attorneys, APC. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiffs' position is that the payment of attorneys' fees and costs in this settlement is a matter of contract for contingent representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the requested fees and costs are reasonable.

First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of $620,000 and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc*., 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (recognizing that "'fee awards in class actions average around one-third of the recovery'" regardless of "'whether the percentage method or the lodestar method is used.'" (*quoting Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66, fn. 11 (2008)).

Second, the fee award is justified by the work performed and contributions to the case. As detailed in the accompanying Rivapalacio Decl. at ¶ 7, Carney Declaration at ¶ 14, and Rose Declaration at ¶ 2 (Exhibit A), PAGA Counsel's current lodestar of $161,292.50 represents a multiplier of 1.35, with significant additional work to be performed.[10]

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

Third, consideration of the service factors justify the service of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v. Moses*, 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these criteria is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

Finally, as to litigation expenses, PAGA Counsel will be recovering litigation expenses in the total amount of $32,472.25 which is less than the $35,000 allocation for costs in the Agreement, so the difference of $2,527.75 will be added to the PAGA Payment amount. These expenses are

[10] A true and correct copy of BNBD's billing records are attached as Exhibit #2 to the Declaration of Victoria B. Rivapalacio, filed herewith. A true and correct copy of JCAL's billing records are attached as Exhibit #1 to the Declaration of Janelle Carney, filed herewith. A true and correct copy of FLC's billing records are attached as Exhibit A to the Declaration of Adam Rose, filed herewith.

documented in the accompanying Declarations of Victoria Rivapalacio at ¶ 8, Carney Declaration at ¶ 13, and Rose Declaration at ¶ 2 (Exhibit A).

VII. CONCLUSION

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

Dated: October 2, 2026

FRONTIER LAW CENTER

By: */s/ Adam Rose*
Adam Rose
Attorney for Plaintiff Camarillo

Dated: October 2, 2026

JANELLE CARNEY – ATTORNEY AT LAW

By: */s/ Janelle Carney*
Janelle Carney
Attorney for Plaintiff Camarillo

Dated: October 2, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Victoria B. Rivapalacio*
Victoria B. Rivapalacio
Attorney for Plaintiff Gill