

12/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Aguayo Deputy

JUDY LEE, ET AL. vs WSH MANAGEMENT, INC., ET AL, Case No. 24STCV10073

RULING RE: MOTION FOR APPROVAL OF PAGA SETTLEMENT

The Parties' Motion for Approval of PAGA Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

The gross settlement amount is \$225,000.00.

The court hereby approves the following amounts to be paid from the gross settlement:
\$75,000.00 attorneys' fees to Counsels, JCL Law Firm, APC and Zakay Law Group, APLC
\$24,460.32 attorneys' costs;
\$5,835.00 for administrator's costs; and
\$10,000.00 to Plaintiff Judy Lee

By no later than **December 17, 2025**, Plaintiff's counsel must serve this Order **and** the signed Proposed Order and Judgment on the LWDA pursuant to Labor Code section 2699(s)(3) and file proof of service of such.

By no later than **December 10, 2026**, Plaintiffs must file and serve a final accounting.

A **Non-Appearence Case Review is set for December 17, 2026, 8:30 a.m., Department 9** re
(a) proof of service of this Order and the signed Proposed Order and Judgment on the LWDA;
and (b) final accounting.

Introduction

This is a putative wage and hour class action and representative action under the Private Attorney General Act ("PAGA"). Plaintiff Judy Lee ("Plaintiff") alleges that she and the aggrieved employees are and were non-exempt employees of WSH Management, Inc. ("Defendant"). Plaintiff also alleges that Defendant violated the Labor Code and relevant Industrial Welfare Commission wage orders.

On April 22, 2024, Plaintiff filed a class action complaint against Defendant. On June 27, 2024, Plaintiff filed the operative class action and representative First Amended Complaint ("FAC") against Defendant. In the FAC, Plaintiff asserts the following causes of action: (1) unfair

competition, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide meal periods, (5) failure to provide required rest periods, (6) failure to reimburse employees for required expenses, (7) failure to provide accurate itemized wage statements, (8) failure to provide wages when due, and (9) civil penalties in violation of the Private Attorneys General Act (“PAGA”).

On October 3, 2024, the Court granted the parties’ joint stipulation to compel all of Plaintiff’s individual claims to arbitration, dismiss the class claims without prejudice, and stay Plaintiff’s non-individual PAGA claim. (Order 10/3/24.)

On October 22, 2025, Plaintiff filed the instant motion for approval of the PAGA settlement. No opposition or reply has been filed.

Legal Standard

Labor Code section 2699(1)(2), provides in pertinent part:

(2) The superior court shall review and approve any settlement of any civil action filed pursuant to this part [i.e., PAGA]. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.

(Emphasis added.)

By its terms, Labor Code section 2699(1)(2) above requires the Court to review and approve any settlement of a PAGA claim, and the parties to submit the proposed settlement to the LWDA. Thus, the Legislature has bestowed on the Court the responsibility to determine whether the PAGA settlement is fair. The PAGA statute does not provide any direction about what factors to consider when approving the settlement, but some courts have looked to the class action settlement approval process for direction. Federal courts, for example, have looked to class settlement standards as a guide for approving PAGA settlements. *See, e.g., O'Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1134 [noting that it would be appropriate to consider the factors discussed in *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026, in assessing whether a PAGA settlement is justified, including: 1) the strength of the plaintiff's case; 2) the risk, expense, complexity, and likely duration of further litigation; 3) the amount and terms offered in settlement; 4) the extent of discovery completed and the stage of the proceedings; and 5) the experience and views of counsel].

The Settlement Agreement

The settlement agreement provides as follows:

The settlement is for a gross amount of \$225,00.00. (Lapuyade Decl. ¶ 3, Exh. 1 [Settlement Agreement] at § 1.12.) Of this gross settlement amount, various amounts are set aside for expenses including up to \$5,835.00 for Administrator fees costs. (Lapuyade Decl. ¶ 3, Exh. 1 at § 3.2.3.) Up to \$78,750.00 of the gross settlement amount – i.e., approximately 35% of the total gross settlement – is set aside for attorneys' fees. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.2.) Up to

\$30,000.00 is apportioned for litigation expenses. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.2.)

Finally, Plaintiff seeks an enhancement award of \$10,000.00. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.1.)

The Parties' Claims and Requests

As to these apportioned categories, the parties are now seeking approval of the following amounts to be paid from the gross settlement:

Plaintiff's Attorney's fees of \$75,000.00.

Plaintiff's Counsel's litigation costs of \$24,460.32.

Administrative costs of \$5,835.00 for proposed administrator Apex Class Action LLC.

An enhancement award of \$10,000.00 for Plaintiff.

Pursuant to the PAGA settlement, any reduction in attorneys' fees or litigation costs shall go to the Net Settlement Amount. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.2.) Similarly, any reduction in the Administrator's fee will go to the Net Settlement Amount. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.3.) Further, any reduction in the enhancement award for Plaintiff will go to the Net Settlement Amount. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.1.)

Assuming deductions from the Gross Settlement by the amounts Plaintiff seeks, approximately \$109,704.68 of the PAGA settlement would remain of which:

75% or approximately \$82,278.51 is to go to the LWDA (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.4.)

25% or approximately \$27,426.17 is to go to the Aggrieved Employees (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.1.)

The Settlement Administrator will prepare and issue IRS Form 1099 for the PAGA Settlement Members. (Lapuyade Decl. ¶ 3, Exh. 1 § 3.2.4.2.)

Discussion

The PAGA settlement agreement here clearly sets forth the scope of the settlement. The term “Aggrieved Employees” means “all current and former non-exempt or hourly employees who worked for Defendant and performed work in California during the PAGA Period.” (Lapuyade Decl. ¶ 3, Exh. 1 § 1.4.) The PAGA Period is defined as April 22, 2023, through March 24, 2025. (Lapuyade Decl. ¶ 3, Exh. 1 § 1.22.)

The PAGA settlement amount is reasonable. There are approximately 297 Aggrieved Employees with a total of approximately 8,812 pay periods covered by the settlement agreement. (Lapuyade Decl. ¶ 3, Exh. 1 § 4.1.) With the proposed deductions, assuming equal violations for each Aggrieved Employee per PAGA Settlement pay period, the settlement would come to approximately \$92.34 per employee or approximately \$3.11 per pay period.

Plaintiff's Counsel claims that the maximum exposure applying a violation rate of \$100.00 per pay period would be \$1,895,600.00 with stacking penalties or \$857,800.00 without stacking penalties. (Lapuyade Decl. ¶ 24.) The Gross Settlement amount represents approximately 13.5% of this maximum exposure with stacking penalties or 29.7% of this maximum exposure without stacking penalties. However, it is legally unclear whether stacking penalties by theories of recovery is permitted. (See e.g., *Salazar v. PODS Enterprises, LLC* (C.D. Cal., May 8, 2019, No. EDCV19260MWFKKX) 2019 WL 2023726, at *6.) Moreover, Defendant did not concede the allegations of the FAC and had several defenses including that they had legally compliant employment policies and practices throughout the statutory period. (Lapuyade Decl. ¶¶ 26-35.) Further, reductions are generally applied if there are any mitigating circumstances. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 (affirming trial court's award of less than 10% of maximum PAGA penalty for meal break violations where company sought to comply with the law).) Thus, Plaintiff's Counsel asserts that the Gross Settlement amount is fair and reasonable. (Lapuyade Decl. ¶ 37.)

This gross settlement of \$255,000.00 seems well within the reasonable range for a PAGA settlement based on the defenses and allegations of the operative FAC. Moreover, the PAGA settlement negotiations were adversarial and at arm's length and came about through all day mediation with Jason Marsili, Esq. on March 24, 2025. (Lapuyade Decl. ¶¶ 19, 37.)

Plaintiff's Counsel request \$75,000.00 in attorney fees. The amount is 1/3 of the gross settlement. Awards from the common funds – like this PAGA Settlement – of 33% for attorneys' fees in representative actions are considered standard and appropriate. (*Laffitte v.*

Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 506 [affirming award of 33% of the common fund]; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 Fn.11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

As to the lodestar amount, the action took place over approximately a year and a half and involved no motion practice.

Plaintiff’s Counsel JCL Law Firm, APC is a boutique law firm focusing on wage and hour class actions consisting of five attorneys – Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia P. Razma, Esq. (Associate Attorney), Johnny Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate Attorney) – and two paralegals, two law clerks, and a legal assistant – Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Hana McAnally (Law Clerk), Andrew Ward (Law Clerk), and Allysa Castillo (Legal Assistant). (Lapuyade Decl. ¶ 41.) Counsel for JCL Law Firm, APC bill at rates between \$500 and \$850 per hour which is consistent with the Laffey Matrix have been approved by multiple courts. (Lapuyade Decl. ¶¶ 7, 42-52 Exhs. 5, 7.) JCL Law Firm, APC reports spending a total of 67.5 hours working on the instant action for a total lodstar of \$50,620.00. (Lapuyade Decl. ¶ 53, Exh. 5.)

Plaintiff’s Counsel Zakay Law Group, APLC focuses on employment law, including PAGA litigation. (Zakay Decl. ¶ 3, Exh. 1.) Between April of 2024 through October 22, 2025, two attorneys of Zakay Law Group, APLC– Shani Zakay, and Jaclyn Joyce – report working on the

instant action for a total of 60.8 hours with hourly fees ranging between \$750 and \$800 for a total lodestar amount of \$47,765.00. (Zakay Decl. ¶ 4, Exh. 2.) These hourly rates are consistent with the Laffey matrix for attorneys with similar experience. (Zakay Decl. ¶ 7.)

In total, Plaintiff's Counsels report 128.3 hours of work on the instant action over for a total lodestar amount of \$98,385.00. Thus, the requested attorneys' fees of \$75,000.00 equates to a negative lodestar multiplier of approximately 0.76. The request for an award of attorneys' fees of \$75,000.00 is reasonable due to the length of time spent on the action, the experience of counsel, and the overall totality of the circumstances. Accordingly, the Court hereby approves the requested amount of attorneys' fees of \$75,000.00

Plaintiff's Counsel seek combined costs and expenses of up to \$24,460.32. These costs consist of filing fees, court fees, expert fees, service of process, and mediation fees. (Lapuyade Decl. ¶¶ 8, 57, Exh. 6; Zakay Decl. ¶ 8, Exh. 3.) Plaintiff's Counsel JCL Law Firm, APC incurred \$13,731.17 in costs. (Lapuyade Decl. ¶¶ 8, 57, Exh. 6.) Plaintiff's Counsel Zakay Law Group, APLC incurred \$10,729.15 in costs. (Zakay Decl. ¶ 6, Exh. 3.) In total, Plaintiff's Counsel incurred \$24,460.32 in costs. Based on the attached billing records, these costs appear reasonable and are approved

The release of claims in the PAGA settlement agreement for the Aggrieved Employees is proper because it releases only PAGA claims that were raised in the original notice letter to the LWDA and the complaint. (Lapuyade Decl. ¶ 3, Exh. 1 at §§ 1.26, 5.2.)

Plaintiff seeks \$10,000 as service award to compensate Plaintiff for the time that Plaintiff has spent prosecuting this action on behalf of the PAGA aggrieved employees. During the lawsuit, Plaintiff Judy Lee communicated with Plaintiff's Counsel on a regular basis, and reviewed status updates and court filings on a regular basis. (Lee Decl. ¶ 10.) Plaintiff has been actively involved in the lawsuit and spent approximately 15 to 25 hours working on this case. (Lee Decl. ¶ 12.) Plaintiff has also executed a general release of all of her claims against Defendant. (Lapuyade Decl. ¶ 3, Exh. 1 at § 5.1.)

In light of the amount of the recovery Plaintiff has achieved on behalf of all aggrieved employees, the time that Plaintiff devoted to pursuing and litigation the action, and the execution of a general release by Plaintiff, the Court grants the requested enhancement award to Plaintiff of \$10,000.00.

Apex Class Action LLC appears qualified and sufficiently non-affiliated with the parties to adequately serve as the settlement administrator. (Hartranft Decl. ¶¶ 2-7, Exhs. A-B.)

Pursuant to the attached proof of service, on October 22, 2025, Plaintiff gave notice of the settlement agreement to the LWDA. (Lapuyade Decl. ¶ 6, Exh. 4.)

CONCLUSION AND ORDER

The Parties' Motion for Approval of PAGA Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

The gross settlement amount is \$225,000.00.

The court hereby approves the following amounts to be deducted from the gross settlement:
\$75,000.00 attorneys' fees to Counsels, JCL Law Firm, APC and Zakay Law Group, APLC
\$24,460.32 attorneys' costs;
\$5,835.00 for administrator's costs; and
\$10,000.00 to Plaintiff Judy Lee

By no later than **December 17, 2025**, Plaintiff's counsel must serve this Order **and** the signed Proposed Order and Judgment on the LWDA pursuant to Labor Code section 2699(s)(3) and file proof of service of such.

By no later than **December 10, 2026**, Plaintiffs must file and serve a final accounting.

A Non-Appeal Case Review is set for December 17, 2026, 8:30 a.m., Department 9 re
(a) proof of service of this Order and the signed Proposed Order and Judgment on the LWDA;
and (b) final accounting.

PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: December 10, 2025




Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge