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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SINDY AVILES and BRYAN KELLY,
individually, and on behalf of Aggrieved
Employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

FREEWAY INSURANCE SERVICES
AMERICA, LLC, a Delaware limited liability
company; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21STCV34864

Honorable Kristin S. Escalante
Department 24

**NOTICE OF MOTION AND MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
AWARD OF ATTORNEYS' FEES AND
COSTS, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: May 10, 2023
Time: 8:30 a.m.
Dept.: 24

Reservation ID: 524793800314

Complaint Filed: September 22, 2021
Trial Date: None set

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

2 **PLEASE TAKE NOTICE THAT** on May 10, 2023 2023 at 8:30 a.m. in Department 24
3 of the above-captioned Court located at 111 North Hill Street, Los Angeles, California, 90012,
4 Plaintiffs Sindy Aviles and Bryan Kelly (“Plaintiffs”) will and hereby do move the Court for an
5 Order granting approval of a Labor Code Private Attorneys General Act of 2004, California Labor
6 Code sections 2698, *et seq.* (“PAGA”) settlement. Specifically, Plaintiffs request that the Court
7 enter an Order:

- 8 1. Granting approval pursuant to California Labor Code section 2699(1)(2) of the PAGA
9 Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as **Exhibit**
10 **B** to the Declaration of Jonathan M. Genish in Support of Plaintiffs’ Motion for
11 Approval of PAGA Settlement and Award of Attorneys’ Fees and Costs, and
12 Settlement Administration Costs (“Genish Decl.”);
- 13 2. Directing the distribution of the Gross Settlement Amount of Three Hundred Twenty
14 Thousand Dollars and Zero Cents (\$320,000.00) pursuant to the terms of the
15 Settlement;
- 16 3. Approving the PAGA Payment Fund, estimated to be One Hundred Ninety-Nine
17 Thousand, Six Hundred Eighty-Eight Dollars and Twenty-Seven Cents (\$199,688.27),
18 of which seventy-five percent (75%) will be distributed to the California Labor and
19 Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of which
20 will be distributed to the Aggrieved Employees;
- 21 4. Approving an award of reasonable attorneys’ fees of One Hundred Six Thousand, Six
22 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$106,666.66) to Plaintiffs’ Counsel,
23 Blackstone Law, APC, JCL Law Firm, APC and Zakay Law Group, APLC;
- 24 5. Approving an award of Three Thousand Eight Hundred Ninety-Five Dollars and Seven
25 Cents (\$3,895.07) for reimbursement of actual litigation costs and expenses pursuant
26 to California Labor Code section 2699(g)(1);
- 27 6. Appointing CPT Group as the Settlement Administrator; and

7. Approving an award of Nine Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$9,750.00) in anticipated costs to CPT Group for its settlement administration services.

Pursuant to California Labor Code section 2699(1)(2), a copy of the proposed Settlement, as well as information regarding the approval hearing in this matter, were submitted to the LWDA via online submission through its public portal concurrently with the filing of this motion. (Genish Decl. ¶ 18).

This motion is based upon this notice, the attached memorandum of points and authorities; the declarations of Plaintiffs' counsel Jonathan M. Genish, Shani O. Zakay, and Jean-Claude Lapuyade; the declarations of Plaintiffs Sindy Aviles and Bryan Kelly in Support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, and Settlement Administration Costs; the pleadings and other records on file with the Court in this matter; and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: April 14, 2023

BLACKSTONE LAW, APC

By: /s/ Jonathan M. Genish
Jonathan M. Genish
Attorneys for Plaintiff Sindy Aviles

Dated: April 14, 2023

ZAKAY LAW GROUP, APLC

By: /s/ Shani O. Zakay
Shani O. Zakay
Attorneys for Plaintiff BRYAN KELLY

Dated: April 14, 2023

JCL LAW FIRM, APC

By: /s/ Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiff BRYAN KELLY

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to the Labor Code Private Attorneys General Act, California Labor Code sections
4 2698, *et seq.* (“PAGA”), Plaintiffs Sindy Aviles and Bryan Kelly (“Plaintiffs”) seek approval of
5 the PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) on behalf of all
6 employees who were employed by Defendant Freeway Insurance Services America, LLC
7 (“Defendant”) as a non-exempt employee in the State of California at any time during the PAGA
8 Period. (Declaration of Jonathan M. Genish in Support of Plaintiffs’ Motion for Approval of PAGA
9 Settlement and Award of Attorneys’ Fees and Costs, and Settlement Administration Costs [“Genish
10 Decl.”], Exh. A). The Settlement terms are outlined as follows:

- 11 • Number of Aggrieved Employees: 1,007 individuals.
- 12 • Gross Settlement Amount: Three Hundred Twenty Thousand Dollars and Zero Cents
13 (\$320,000.00).
- 14 • Requested Attorneys’ Fees and Costs: Attorneys’ fees of One Hundred Six Thousand
15 Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$106,666.66) (one-third of the
16 Gross Settlement Amount) plus actual litigation costs and expenses of Three Thousand
17 Eight Hundred Ninety-Five Dollars and Seven Cents (\$3,895.07).
- 18 • Settlement Administration Costs: Not to exceed Nine Thousand Seven Hundred Fifty
19 Dollars and Zero Cents (\$9,750.00).
- 20 • Estimated PAGA Payment Fund: PAGA Payment Fund of One Hundred Ninety-Nine
21 Thousand, Six Hundred Eighty-Eight Dollars and Twenty-Seven Cents (\$199,688.27),
22 75% of which will be paid to the California Labor and Workforce Development
23 Agency (“LWDA”) and the remaining 25% to be paid to the Aggrieved Employees.

24 As set forth herein, the Settlement is the product of informed discovery, arms-length
25 negotiations, and provides a fair, adequate, and reasonable recovery for the Aggrieved Employees.
26 Plaintiffs therefore respectfully request that the Court grant approval of the proposed Settlement,
27 among other requested relief.

28 ///

1 **II. FACTUAL AND PROCEDURAL BACKGROUND**

2 Defendant Freeway Insurance Services America, LLC (“Defendant”) hired Plaintiff Sindy
3 Aviles as a non-exempt, hourly-paid Sales Agent in the County of Los Angeles on or around
4 January 2020. (Declaration of Sindy Aviles [“Aviles Decl.”], ¶ 3). Plaintiff Aviles is a current
5 employee of Defendant, but is presently on a leave of absence. Defendant employed Plaintiff Bryan
6 Kelly as a non-exempt, hourly-paid Sales Agent in the County of Sacramento from on or around
7 January 2019 until July 2021. (Declaration of Bryan Kelly [“Kelly Decl.”], ¶ 3). Plaintiffs allege
8 that Defendant failed to properly pay them and the Aggrieved Employees all overtime wages and
9 minimum wages due, failed to provide them with all meal periods and rest periods to which they
10 were entitled, failed to timely pay them all wages during their employment, failed to provide them
11 with accurate itemized wage statements, failed to maintain accurate payroll records, failed to
12 reimburse them for necessary business expenses, failed to timely pay terminated employees all
13 wages due upon termination of their employment, and failed to provide and adhere to other related
14 protections afforded by the California Labor Code and applicable Industrial Welfare Commission
15 (“IWC”) Wage Order.

16 On September 22, 2021, Plaintiff Aviles provided written notice to the Labor Workforce
17 Development Agency (the “LWDA”) and to Defendant via Certified U.S. Mail pursuant to Labor
18 Code § 2699.3, providing notice of the specific provisions of the California Labor Code which
19 Plaintiff alleged Defendant violated, including the facts and theories to support the allegations.
20 (Genish Decl. ¶ 9, Exh. A thereto). Plaintiff Aviles filed her complaint on September 22, 2021 in
21 the Los Angeles County Superior Court. She alleged one cause of action pursuant to PAGA,
22 alleging PAGA penalties for Defendant’s failure to pay overtime wages (Labor Code §§ 510 and
23 1198), failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1), failure to provide
24 meal periods (Labor Code §§ 226.7 and 512(a)), failure to provide rest periods (Labor Code §
25 226.7), failure to timely pay wages during employment (Labor Code § 204), failure to timely pay
26 wages upon termination (Labor Code §§ 201, 202, and 203), failure to provide accurate itemized
27 wage statements (Labor Code § 226(a)), failure to keep complete and accurate payroll records
28 (Labor Code § 1174(d)), and failure to reimburse business expenses (Labor Code §§ 2800 and

1 2802). (Genish Decl. ¶ 10). Plaintiff sought these penalties on behalf of all employees who were
2 employed by Defendant as a non-exempt employee in the State of California at any time during the
3 PAGA period, which is December 16, 2020 through September 30, 2022 (the “Aggrieved
4 Employees”). (Genish Decl. ¶ 10.)

5 On November 2, 2021, Aviles filed a First Amended Complaint, adding wage and hour
6 class action allegations to the Action. On January 27, 2023, Aviles filed a Second Amended
7 Complaint (“SAC”), which dismissed the class allegations and added Bryan Kelly as a named
8 plaintiff in the Action. (Genish Decl. ¶ 11.)

9 During the course of informal discovery in the Action, Plaintiffs’ Counsel conducted an
10 investigation into the facts of the Action. This included exchanging data and information relating
11 to the underlying alleged violations including Plaintiffs’ employee file, wage statements,
12 Defendant’s policy documents relating to the employment of Plaintiffs and other Aggrieved
13 Employees so that Plaintiffs could assess the number of alleged potential violations and value of
14 the recoverable penalties, as well as evaluate the strengths and weaknesses of their claims. (Genish
15 Decl. ¶ 12.)

16 Based on the information received, as well as thorough discussions with Defendant’s
17 Counsel, Plaintiffs’ Counsel was able to (i) determine the total number of distinct individuals falling
18 within the definition of “Aggrieved Employee” for the relevant statutory period, (ii) the number of
19 affected pay periods at issue among them, and (iii) construct a damages model that calculated the
20 maximum realistic amount of PAGA penalties that could be levied against Defendant within the
21 PAGA Period. Defendant, however, disputed Plaintiffs’ claims and disputed both the existence of
22 and extent of liability as alleged by Plaintiffs, which allowed Plaintiff’s Counsel to further assess
23 the strength of Plaintiff’s claims. Plaintiffs’ Counsel’s experience in litigating similar
24 representative wage and hour claims, the degree of investigation that was conducted here, and the
25 amount of information that was obtained, was sufficient to determine the potential value of the
26 PAGA claim, and to evaluate the strength of this claim for purposes of settlement. (Genish Decl.
27 ¶ 13.)

28 After analyzing the data and information, the Parties entered into direct settlement

1 negotiations. The negotiations were rigorous and at arm's length. As a result of the negotiations,
2 the Settlement was reached. The Parties believe the Settlement is fair, reasonable, and adequate.
3 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
4 compromise of the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of
5 the Parties to effect a final and complete resolution of the Released Claims. (Genish Decl. ¶¶ 14,
6 15; Exhibit B).

7 Defendant denies all of the claims in the Action, and does not waive, but rather expressly
8 reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and
9 factual grounds should this Settlement Agreement not become final. This Settlement Agreement
10 reflects a compromise reached to end litigation in the Action. Now, following significant
11 investigation and extensive settlement negotiations, Plaintiffs seek approval of the proposed
12 settlement, which will resolve all representative claims alleged in the Complaint. (Genish Decl. ¶
13 16).

14 Plaintiffs separately negotiated a separate settlement that included a Civil Code § 1542
15 general release of any and all individual claims they had against Defendant which were not at issue
16 in this PAGA Action. Plaintiffs will provide copies of each Plaintiff's individual settlement
17 agreement in camera to the Court if requested. (Genish Decl., ¶ 17).

18 In accordance with Labor Code sections 2699 et. seq., Plaintiffs' counsel provided notice
19 of the proposed settlement to the LWDA by uploading this Motion and the Settlement Agreement
20 to the LWDA's online portal concurrently with the filing of this Motion on April 14, 2023 (Genish
21 Decl. ¶ 18).

22 **III. THE SETTLEMENT TERMS**

23 **A. Definition of the Aggrieved Employees**

24 For purposes of settlement only, the Parties agree that "Aggrieved Employees" shall be
25 defined as all employees who were employed by defendant Freeway Insurance Services America,
26 LLC as a non-exempt employee in California during the PAGA Period, which is December 16, 2020
27
28

1 through September 30, 2022 (Genish Decl. ¶ 19, Exhibit B; Settlement Agreement, ¶¶ 2, 14). As of
2 September 30, 2022, there were 1,007 Aggrieved Employees. (Genish Decl. ¶ 19).

3 **B. Amount of Settlement**

4 The Parties have agreed to settle the PAGA claims at issue in the operative Second
5 Amended Complaint for a non-reversionary Gross Settlement Amount of Three Hundred and
6 Twenty Thousand Dollars and Zero Cents (\$320,000.00). (Genish Decl. ¶ 20; Settlement
7 Agreement ¶ 27).

8 **C. Allocation and Funding of the Gross Settlement Amount**

9 The Gross Settlement Amount is a common fund and therefore includes all requested costs,
10 fees, and other allocations. (Genish Decl. ¶ 15). As stated above, the Gross Settlement Amount
11 includes: (1) Plaintiffs' Counsel's fees in the amount of one-third of the Gross Settlement Amount,
12 equaling One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents
13 (\$106,666.66); (2) Plaintiffs' Counsel's actual litigation costs of Three Thousand Eight Hundred
14 Ninety-Five Dollars and Seven Cents (\$3,895.07); and (3) Settlement Administration Costs, in the
15 amount of Nine Thousand Seven Hundred Dollars Fifty Dollars and Zero Cents (\$9,750.00);
16 (Genish Decl. ¶ 21; Settlement Agreement ¶ 28). After the above-estimated amounts are deducted
17 from the Gross Settlement Amount, the PAGA Payment Fund will amount to approximately One
18 Hundred Ninety-Nine Thousand, Six Hundred Eighty-Eight Dollars and Twenty-Seven Cents
19 (\$199,688.27) (Genish Decl. ¶ 21).

20 Seventy-five percent (75%) of the PAGA Payment Fund will be paid to the LWDA.
21 Twenty-five percent (25%) of the PAGA Payment Fund will be distributed and paid to Aggrieved
22 Employees on a pro-rata basis based on the number of pay periods worked during the PAGA Period.
23 (Genish Decl. ¶ 22; Settlement Agreement ¶ 28c).

24 All money from the PAGA Payment Fund will be distributed to the LWDA and to the
25 Aggrieved Employees. (Genish Decl. ¶ 23; Settlement Agreement ¶ 28c). Upon the Court entering
26 the Final Order and Judgment, and within 7 days after the Effective Date, the Settlement
27 Administrator shall send Defendant's counsel electronic wiring instructions to fund the Gross
28 Settlement Amount. (Settlement Agreement ¶ 31a). Within 21 days after the Effective Date,

1 Defendant shall wire to the Settlement Administrator the Gross Settlement Amount (the “Funding
2 Date”). (Settlement Agreement ¶ 31b). Within 45 days after the Effective Date, the Settlement
3 Administrator shall issue all payments required by this Agreement (the “Payment Date”).
4 (Settlement Agreement ¶ 31c). Within 10 days after the Effective Date, Defendant will provide a
5 PAGA List to the Settlement Administrator which will identify all Aggrieved Employees by name,
6 social security number, and last known home address (“PAGA List”). The PAGA List will also
7 contain the number of pay periods credited to each Aggrieved Employee during the PAGA Period.
8 (Settlement Agreement ¶ 32). Within 10 days after the Settlement Administrator receives the
9 PAGA List, the Settlement Administrator will provide to Plaintiffs’ Counsel and Defendant’s
10 counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee
11 (“Proceeds List”). The Proceeds List provided to Plaintiffs’ Counsel will not include the Aggrieved
12 Employees’ names, social security numbers or contact information but will include pay period
13 information. (Settlement Agreement ¶ 33). (Genish Decl. ¶ 23).

14 On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee,
15 via first-class United States Mail, the following: (a) the PAGA Settlement Notice attached as
16 Exhibit 2 to the Settlement Agreement and (b) their Individual PAGA Payment (collectively, the
17 “PAGA Packet”). (Settlement Agreement ¶ 34a). Prior to mailing the PAGA Packet, the Settlement
18 Administrator will update all addresses using the National Change of Address System (NCOA). In
19 the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding
20 address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address
21 identified. If no forwarding address is provided, then the Settlement Administrator will promptly
22 conduct a “standard search,” sometimes called, “Skip Trace” or “Credit Header” searches, to locate
23 a better address. If a better address is found, the Settlement Administrator will promptly re-send
24 the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without
25 a forwarding address, neither the Settlement Administrator, Defendant, Defendant’s counsel, or
26 Plaintiffs’ Counsel shall be required to take further action. (Settlement Agreement ¶ 34b).
27 Aggrieved Employees shall have 180 calendar days after the date the PAGA Packet is mailed to
28 them to cash their settlement payment checks. If any Aggrieved Employee’s check is not cashed

1 within that period, the settlement payment check will be voided, and a stop-payment will be issued.
2 Neither Defendant, Defendant's counsel, Plaintiffs, nor Plaintiffs' Counsel will have any liability
3 for lost or stolen settlement payment checks, forged signatures on settlement payment checks,
4 unauthorized negotiation of settlement payment checks, or failure to timely cash a settlement
5 payment check within the 180-day period. (Settlement Agreement ¶ 34c). Any unpaid cash residue
6 or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been
7 distributed pursuant to order of the Court, shall be distributed to the State Controller's Unclaimed
8 Property Fund in the name(s) of the employee(s) who did not claim the funds. (Settlement
9 Agreement ¶ 34d). (Genish Decl. ¶ 24).

10 If the total aggregate number of Pay Periods during the PAGA Period is more than 10%
11 higher than 16,000, i.e., there are more than 17,600 Pay Periods for the PAGA Period ("Pay Periods
12 Threshold"), the Gross Settlement Amount will increase on a pro rata basis to the extent the Pay
13 Periods Threshold is exceeded. For example, if the Pay Periods for the PAGA Period exceed the
14 Pay Periods Threshold by 1%, then the Gross Settlement Amount will be increased by 1%.
15 (Settlement Agreement ¶ 36). (Genish Decl. ¶ 25).

16 **IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT**

17 The settlement of a PAGA claim requires court approval. (Labor Code ("Lab. Code") §
18 2699(l).) The Court must be mindful that "[s]ettlement is a compromise, which balances the
19 possible recovery against the risks inherent in litigating further." (*In re TD Ameritrade Account*
20 *Holder Litig.*, 2011 U.S. Dist. LEXIS 103222 at *24 (N.D. Cal. Sep. 12, 2011).) "[T]he very
21 essence of a settlement is ... 'a yielding of absolutes and an abandoning of highest hopes,'" as "it is
22 the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation
23 that induce consensual settlements." (*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624-
24 25 (9th Cir. 1982).) As such, "the settlement or fairness hearing is not to be turned into a trial or
25 rehearsal for trial on the merits," or "judged against a hypothetical or speculative measure of what
26 might have been achieved." (*Id.*)

27 Although the Labor Code does not set forth the criteria by which a PAGA settlement is to
28 be evaluated, it is presumed that a reviewing court may take into consideration some of the factors

1 that courts use when reviewing a class action settlement. However, “a PAGA claim asserted on a
2 non-class representative basis...is not considered a class action but a law enforcement action, and
3 therefore does not have to meet the requirements of [a class action].” (*Casida v. Sears Holdings*
4 *Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012).)

5 A court’s review of a PAGA settlement necessarily implicates the following unique features
6 that render the approval process distinct from approval of a class action settlement under Code of
7 Civil Procedure Section 382 and California Rules of Court Rule 3.769. First, in evaluating the
8 adequacy of the settlement amount, the Court’s focus is not concerned with the amount aggrieved
9 employees are to receive, but rather, must focus on the total settlement amount in achieving
10 PAGA’s objective. Indeed, “[t]he remedy sought in a PAGA suit consists of civil penalties, not
11 individual or class damages,” and while a “[PAGA] action is ... designed to protect the public and
12 penalize the employer for past illegal conduct,” a reviewing Court must be mindful of the fact that
13 settlement of a PAGA claim involves a compromise. (*Mendez v. Tween Brands, Inc.*, 2010 U.S.
14 Dist. LEXIS 66454 at *11 (E.D. Cal. June 30, 2010).) “Unlike class actions, these civil penalties
15 are not meant to compensate unnamed employees because the action is fundamentally a law
16 enforcement action.” (*Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774 at
17 *12 (Apr. 2, 2010).) The Court should not lose sight of the fact that, “[u]nlike a class action seeking
18 damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private
19 parties to recover civil penalties for the government that otherwise may not have been assessed and
20 collected by overburdened state enforcement agencies.” (*Id.*)

21 Second, consistent with the fact that unnamed employees have no property interest in a
22 PAGA claim, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they
23 have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez*, 2010 U.S. Dist.
24 LEXIS 32774 at *13.) Indeed, “[PAGA] does not create property rights or any other substantive
25 rights” as “[i]t is simply a procedural statute allowing an aggrieved employees to recover civil
26 penalties – for Labor Code violations – that otherwise would be sought by state labor law
27 enforcement agencies.” (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th
28 993, 1003 (2009).) This renders the approval process of a PAGA settlement distinct from a class

1 action settlement, as there is no need for the Court to employ the “two-step approval process”
2 required under California Rules of Court Rule 3.769.

3 Finally, unlike class action settlements, the scope of release permitted in a PAGA settlement
4 is limited. While “judgment in [a PAGA] action is binding not only on the named employee
5 plaintiff but also on government agencies and any aggrieved employee not a party to the
6 proceeding...the non-party employees, because they were not given notice of the action or afforded
7 any opportunity to be heard, would not be bound by the judgment as to remedies other than civil
8 penalties.” (*Arias v. Sup. Ct.*, 46 Cal.4th 969, 986-87 (2009).) Thus, the scope of a release in a
9 PAGA settlement is confined to the PAGA penalties alleged in the complaint and to the claims that
10 were, or could have been, alleged pursuant to PAGA based on the factual allegations in the
11 complaint. In the case at hand, as the only claims at issue are PAGA claims, those will be the only
12 claims extinguished through this Settlement.

13 **V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED**

14 **A. The Settlement is Presumed to Be Fair**

15 California courts recognize that “a presumption of fairness exists where . . . [a] settlement
16 is reached through arm’s-length bargaining.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th
17 224, 245 (2001); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 799 (2009).)
18 Here, the Settlement is presumptively fair because: (1) it occurred after counsel for the Parties
19 engaged in significant investigation to evaluate the strength and potential value of the PAGA
20 claims, and the risks of litigating these claims through trial; and (2) it was negotiated by counsel
21 with significant experience in similar complex labor and employment matters. (Genish Decl., ¶ 26).

22 **B. The Settlement is Fair, Adequate, and Reasonable in Light of the Parties’ Respective** 23 **Legal Positions and Recovery Risks**

24 In deciding whether to approve a proposed settlement, a trial court has broad powers to
25 determine if it is fair given the circumstances of the case. (*Mallick v. Sup. Ct.*, 89 Cal.App.3d 434,
26 438 (1979).) In exercising these powers, the overriding concern is to ensure that a proposed
27 settlement is “fair, adequate, and reasonable.” (*Dunk*, 48 Cal.App.4th at 1801 (internal quotations
28 omitted).) A settlement is not judged against what might have been recovered had a plaintiff

1 prevailed at trial, nor does the settlement have to obtain one hundred percent of the damages sought
2 to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250.) In evaluating the reasonableness
3 of a settlement, a trial court must consider “the strength of plaintiffs’ case, the risk, expense,
4 complexity and likely duration of further litigation, the risk of maintaining class action status
5 through trial, the amount offered in settlement, the extent of discovery completed and the stage of
6 the proceedings, the experience and views of counsel, the presence of a governmental participant,
7 and the reaction of the class members to the proposed settlement.”¹ (*Kullar v. Foot Locker Retail,*
8 *Inc.*, 168 Cal.App.4th 116, 128 (2008).) Even though a Kullar analysis is not required for approval
9 of a PAGA settlement, a brief analysis is included to support approval of this settlement.

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

13 1. Strength of Plaintiffs’ Case

14 In order to prevail at trial, Plaintiff would have to prove violations of the California Labor
15 Code underlying her PAGA claims, demonstrate that Aggrieved Employees suffered, and
16 demonstrate that Defendant’s conduct gives rise to penalties. (*See Elliot v. Spherion Pac. Work,*
17 *LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) [“Plaintiffs’ claim under [PAGA] is wholly
18 dependent upon her other claims. Because all of plaintiffs other claims fail as a matter of law, so
19 does her PAGA claim.”].)

20 Crucial to Plaintiffs’ analysis of the relative strengths and weaknesses of their claims is the
21 fact that both Plaintiffs, as well as other aggrieved employees, had entered into arbitration
22 agreements with Defendant which contained a “class/collective action waiver”. Defendant strongly
23 contended that the agreements were enforceable and therefore prevented Plaintiffs’ PAGA claims
24 from going forward based on the United States Supreme Court’s ruling in *Viking River Cruises,*
25 *Inc. v. Moriana*. Plaintiffs’ position was that the waiver was not enforceable and/or ultimately

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28 ¹ As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action
status through trial and the reaction of class members to the proposed settlement are inapplicable.

1 California law would confirm that employees cannot waive PAGA claims via an arbitration
2 agreement. (Genish Decl., ¶ 27).

3 Notwithstanding these considerations, this case and settlement addresses important
4 employee protections embodied in the California Labor Code. Plaintiffs' core allegations are that
5 Defendant systematically violated the Labor Code by, *inter alia*, failing to properly pay wages for
6 all hours worked, failure to pay overtime at the correct rate, failure to provide compliant meal and
7 rest periods, failure to pay premiums at the correct rate of pay, failure to timely pay wages during
8 employment and upon termination, failure to maintain accurate payroll records, failure to provide
9 accurate wage statements, and failure to reimburse necessary business expenses. (Genish Decl., ¶
10 28). Defendant's maximum theoretical exposure in this Action, without stacking penalties, totals
11 approximately \$1,726,000. computed by multiplying 17,260 aggregate pay periods by \$100 each.
12 (Genish Decl., ¶ 29). While the PAGA does provide the potential for a heightened penalty for
13 subsequent violations, courts are often hesitant to award a heightened penalty where there is no
14 prior citation by the Labor Commissioner, as is the case here. *See Bernstein v. Virgin Am., Inc.*, 3
15 F.4th 1127, 1144 (9th Cir. 2021) (holding no heightened penalty where defendant was not notified
16 by Labor Commissioner or any court that it was subject to the California Labor Code). The Ninth
17 Circuit's holding in *Bernstein* also supports that a settlement valuation that does not "stack"
18 penalties. *Id.*

19 Defendant maintained several defenses to Plaintiffs' theories of liability, which, if
20 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
21 Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and
22 continues to have, compliant employment policies and practices throughout the time period at issue.
23 Defendant denies that it ever violated any provision of the Labor Code, including, but not limited
24 to, those sections for which Plaintiff seeks penalties under PAGA. Defendant further denied, and
25 continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other
26 than settlement. Defendant also challenged Plaintiffs' standing as an aggrieved employee and
27 Representative Action Member and denied that any of Defendant's other employees whom
28 Plaintiffs seek to represent are aggrieved or Aggrieved Employees. (Genish Decl., ¶ 30).

1 Defendant also argued that an important feature of PAGA is that the Court retains discretion
2 to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise
3 would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” (Genish Decl.,
4 ¶ 30). (Lab. Code § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.*, 203
5 Cal.App.4th 1112, 1136 (2012) [holding that a court may reduce the amount of PAGA penalties
6 awarded to an employee based upon discretionary factors].)

7 Even if violations of the Labor Code occurred, which Defendant denies, Defendant
8 contended that said violations would only be considered “initial violations” and thus heightened
9 “subsequent violation” penalties were not warranted. (Genish Decl., ¶ 31). (Lab. Code § 2699(f)(2);
10 *see also Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-09 (2008) [“Until the employer
11 has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed
12 to be aware that its continuing underpayment of employees is a 'violation' subject to penalties.”].)

13 Defendant also contended that, with respect to PAGA claims, the Court was unlikely to
14 assess cumulative penalties for the maximum number of possible, separate California Labor Code
15 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
16 certain conduct may be regulated by multiple provisions of the California Labor Code that are
17 interrelated and work in tandem. As such, Defendant contended that cumulative penalties and
18 heightened penalties would be unjust, arbitrary, oppressive, and confiscatory. (Genish Decl., ¶ 32).

19 Some courts have held that the claims raised by a plaintiff may raise individualized issues
20 and/or are unmanageable and thus not suitable for adjudication as to a group of employees. (*See*,
21 *e.g., Wesson v. Staples the Office Superstore, LLC*, 68 Cal.App.5th 746, 772-775 (2021) [trial court
22 did not abuse discretion in striking PAGA claim that did not allow for Defendant to try its defenses
23 in a manageable manner]; *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 25, 29, 31, 34-35 (2014)
24 [even where employer consistently imposed a uniform policy, plaintiff “must still demonstrate that
25 the illegal effects of this conduct can be proven efficiently and manageably” and in litigating
26 representative actions the procedures utilized by the court “may not be used to abridge a party’s
27 substantive rights”]; *Ali v. U.S.A. Cab Ltd.*, 176 Cal.App.4th 1333, 1341 (2009) [affirming denial
28 of certification because employees’ declarations attesting to having taken meal and rest breaks

1 demonstrated that individualized inquiries were required to show harm]; *Brinker Restaurant Corp.*
2 *v. Superior Court*, 53 Cal.4th 1004, 1018 (2012) [although employers must authorize employees to
3 take duty-free meal and rest breaks, they are not obligated to affirmatively ensure that no work
4 related tasks are performed during such periods].) Although California case law clearly states that
5 PAGA actions need not satisfy class action requirements, Plaintiffs’ Counsel remained mindful of
6 the fact that some courts have nevertheless held that PAGA claims must meet a threshold
7 “manageability” requirement.

8 While Plaintiffs maintain that their PAGA claims have merit, in reaching the settlement,
9 Plaintiffs and their counsel took into account the strengths and weaknesses of each side’s position
10 and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or
11 upon appeal. (Genish Decl., ¶ 33). Based on these disputes, which had the potential to completely
12 eliminate Plaintiffs’ recovery, the range of realistic “litigation outcomes” on the Plaintiffs’ PAGA
13 claim was defined by a “maximum possible liability” amount of approximately \$1,726,000 [Genish
14 Decl., ¶ 29], and a *net-zero recovery* based on the defenses asserted by Defendant. Notwithstanding
15 the existence of these issues, the Settlement achieves a sizeable benefit obtained despite the fact
16 that many Aggrieved Employees signed arbitration agreements with Defendant. (Genish Decl., ¶
17 33). As such, this factor weighs very heavily in favor of resolution by way of the compromise set
18 forth in the Settlement.

19 2. Risk, Expense, Complexity, and Likely Duration of Further Litigation

20 Approval of the Settlement Agreement is also appropriate in light of the risk, expense, and
21 complexity of further litigation. As discussed above, the Settlement Agreement takes into
22 consideration the specific factual and legal hurdles faced by Plaintiffs in establishing Defendant’s
23 penalty-liability in this case, which again, may have resulted in a net-zero recovery. Any recovery
24 on these claims is not certain. And even when liability is found, PAGA claims are discretionary,
25 such that the Court could decline to award their full value. Some of Plaintiffs’ claims are also
26 derivative, and as such, Plaintiffs must prevail on their underlying Labor Code claims in order to
27 prevail on the derivative claims. These risks – when balanced with the fact that the settlement
28 achieved a very significant recovery (as demonstrated below), and that further litigation posed a

1 risk of diminishing such recovery by increasing litigation expenses – weigh strongly in favor of
2 settlement approval.

3 3. The Benefits Conferred by the Settlement Balance in Favor of Approval

4 The Settlement Agreement provides a significant monetary benefit that falls well within
5 “the range of an acceptable settlement” under the circumstances, which is the standard on which
6 the instant Settlement must be judged. As held by the Ninth Circuit, a settlement may be fair and
7 reasonable even where it only provides a fraction of what could have been obtained at trial:

8 The proposed settlement is not to be judged against a hypothetical or speculative
9 measure of what might have been achieved by the negotiators." *Officers for Justice*
10 *v. Civil Serv. Comm'n*, 688 F.2d at 625 (emphasis in original). Thus, “the very
11 essence of a settlement is compromise, ‘a yielding of absolutes and an abandoning
12 of highest hopes.’” *Id.* at 624 (citations omitted). As the Second Circuit has pointed
out: “The fact that a proposed settlement may only amount to a fraction of the
potential recovery does not, in and of itself, mean that the proposed settlement is
grossly inadequate and should be disapproved.” *City of Detroit v. Grinnell Corp.*,
495 F.2d 448, 455 & n.2 (2nd Cir. 1974).

13 *See Linney, supra*, 151 F.3d at 1242

14 The PAGA Payment Fund is currently estimated to be \$199,688.27. Here, after all
15 deductions are made for administration costs, attorneys’ fees and litigation costs, \$149,766.20 (i.e.
16 75%) will go to the LWDA, and \$49,922.07 (i.e. 25%) will go to the Aggrieved Employees, as
17 required by Labor Code § 2699(i) (“civil penalties recovered by aggrieved employees shall be
18 distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25
19 percent to the aggrieved employees.”). There is no reason to doubt the fairness of the proposed plan
20 of allocation of the PAGA Payment Fund as it fully complies with California Labor Code section
21 2699(i). (Genish Decl., ¶ 34).

22 The Settlement is a compromise of highly disputed claims. Plaintiffs and their counsel
23 recognize the expense and length of continued proceedings necessary to litigate the matter through
24 trial and any possible appeals. Plaintiffs and their counsel have also taken into account the
25 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
26 such litigation. Plaintiffs and their counsel are also aware of the burdens of proof necessary to
27 establish liability, both generally and in response to Defendant’s defenses thereto, and the
28 difficulties in establishing Defendant’s liability for, and the right to recover, penalties on behalf of

1 Plaintiffs, the State of California, and other Representative Action Members. Plaintiffs and their
2 counsel have also taken into account Defendant's agreement to enter into a settlement that confers
3 significant relief upon the Representative Action Members and the State of California. Considering
4 all of the facts in this case, Plaintiffs and their counsel have determined that the Settlement
5 represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best
6 interests of the Representative Action Members and the State of California. (Genish Decl., ¶ 35).

7 The result achieved in this case is well within the range of what is considered an acceptable
8 settlement under the circumstances, especially when compared to the settlement of PAGA claims
9 in other cases. (Genish Decl., ¶ 36). (*See, e.g., DCH Auto Wage and Hour Cases*, Los Angeles
10 Superior Court, Case No. JCCP4833 (May 2017) [approving \$15,000 out of \$4 million toward
11 settlement of PAGA claims]; *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at
12 *9 (E.D. Cal. Oct. 29, 2012) [approving \$10,000 out of \$3.7 million toward settlement of PAGA
13 claims]; *Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776, at *40 (E.D. Cal. June 11,
14 2012) [approving \$7,500 out of \$518,245 toward settlement of PAGA claims]; *Chu v. Wells Fargo*
15 *Investments, LLC*, 2011 U.S. Dist. LEXIS 15821, at *4 (N.D. Cal. Feb. 15, 2011) (approving
16 \$10,000 out of \$6.9 million toward settlement of PAGA claims); *Franco v. Ruiz Food Prods.*, 2012
17 U.S. Dist. LEXIS 169057, at *14 (E.D. Cal. Nov. 27, 2021) [approving \$10,000 out of \$2.5 million
18 toward settlement of PAGA claims].) Here, the value obtained for settlement of the PAGA claims
19 is significant, and it will be distributed in accordance with and in fulfillment of the objectives of
20 the PAGA statute.

21 4. The Scope of the Release is Narrowly Tailored

22 As discussed above, the California Supreme Court has concluded that in the context of
23 PAGA "the nonparty employees, because they were not given notice of the action or afforded any
24 opportunity to be heard, would not be bound by the judgment as to remedies other than civil
25 penalties." *See Arias*, 46 Cal. 4th, at 987. Thus, the scope of the limited release provided in
26 exchange for the foregoing consideration is limited to the civil penalties asserted in the Action
27 under Labor Code §§ 2698 *et seq.* *See Settlement Agreement*, at ¶ 14 (Genish Decl., ¶ 22).

28 As such, this factor balances strongly in favor of approval of the Settlement.

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¶¶ 6-14).

VI. THE REQUESTED ATTORNEYS' FEES AWARD IS FAIR AND REASONABLE

Plaintiff, as the prevailing party in settlement, is entitled to recover attorneys' fees and costs for bringing her PAGA claim. (Lab. Code § 2699(g) ["Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."].) Plaintiffs' Counsel is also entitled to attorneys' fees pursuant to Code of Civil Procedure section 1021.5(a), as the instant action has resulted in the enforcement of important rights benefitting the public and secures monetary recovery for the State as well as the Aggrieved Employees. A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. (*See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff ... for the benefit of all results in the creation or preservation of that fund, such plaintiff ... may be awarded attorney's fees out of the fund."].)

In *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), the California Supreme Court confirmed that "[t]he percentage of fund method survives in California class action cases." Specifically, the *Laffitte* Court held:

The recognized advantages of the percentage method-including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation-convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Id.*, at 503 [internal citation omitted].) Fee awards of roughly one-third of the settlement fund are routinely awarded in California state and federal courts in class actions. (*Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008); *see also, e.g., In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) [affirming 33% fee award].) Here, Plaintiffs' Counsel's fee request of \$106,666.66 (one-third of the Gross Settlement Amount) is fair and reasonable based on the percentage of the recovery method.

1 While trial courts have discretion to apply either a lodestar method or percentage-of-the-
2 fund method, the California Supreme Court has taken the position that trial courts also “retain the
3 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
4 requested percentage fee.” (*Laffitte*, 1 Cal.5th at 506; *see also Wershba*, 91 Cal.App. 4th at 253.)
5 Courts award fees to serve as an economic incentive for lawyers to undertake litigation, and thereby
6 enhance and facilitate access to the judicial system for adjudication of meritorious claims, and to
7 deter wrongdoing. This is especially true in situations where multiple similar alleged wrongs would
8 not be economically feasible to pursue individually, such as here. Trial courts have “wide latitude”
9 in assessing the value of attorneys’ fees and their decisions will “not be disturbed on appeal absent
10 a manifest abuse of discretion.” (*Lealao v. Beneficial Cal., Inc.*, 82 Cal.App.4th 19, 41 (2000); *see*
11 *also Laffitte*, 1 Cal.5th at 506 [holding that “trial court did not abuse its discretion in using [the
12 percentage of fund method], in part to approve the fee request”].) Indeed, it is long settled that the
13 “experienced trial judge is the best judge of the value of professional services rendered in his court.”
14 (*Ketchum v. Moses*, 24 Cal.4th 1122, 1132 (2001).)

15 The percentage method is particularly appropriate where a monetary settlement has been
16 recovered and “the benefit [recovered can be] easily quantified.” (*In re Bluetooth Headset Prods.*
17 *Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011).) Where the amount of a settlement is a “certain or
18 easily calculable sum of money,” California courts may calculate attorneys’ fees as a reasonable
19 percentage of the settlement created. (Weil and Brown, California Practice Guide, *Civil Procedure*
20 *Before Trial*, Chapter 14, section 14:145; *Dunk, supra*, 48 Cal. App. 4th at 1808.) The percentage
21 fee method is preferred in representative actions because “it better approximates the workings of
22 the marketplace than the lodestar approach.” (*Lealao, supra*, 82 Cal.App.4th at 49.) California law
23 provides that the award for attorneys’ fees should be equivalent to fees freely negotiated in the legal
24 marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*See*
25 *Lealao*, 82 Cal.App.4th at 47-50; *Laffitte*, 1 Cal.5th 480 at 503.) In cases where the settlement
26 agreement provides that the defendant will pay the plaintiffs’ attorneys a percentage of the fund
27 created by the settlement, use of that percentage method is appropriate. (*Lealao*, 82 Cal.App.4th
28 at 32.) Fee awards that are too small will “chill the private enforcement essential to the vindication

1 of many legal rights and obstruct the representative actions that often relieve the courts of the need
2 to separately adjudicate numerous claims.” (*Id.* at 53.) Therefore, fees in representative actions
3 should approximate the probable terms of a contingent fee contract negotiated by a sophisticated
4 attorney and client in comparable litigation. (*Id.* at 48.) “The ultimate goal ... is the award of a
5 ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.”
6 (*Consumer Privacy Cases*, 175 Cal.App.4th 545, 557-58 (2009) [quoting *Apple Computer, Inc. v.*
7 *Superior Court*, *supra*, 126 Cal.App.4th at 1270].)

8 Plaintiffs’ Counsel’s application for attorneys’ fees in light of the facts and circumstances
9 surrounding the case is well-within the range of reasonableness. Historically, courts have awarded
10 fees as high as fifty percent (50%) of the settlement in complex actions, depending on the
11 circumstances of the case. (See *In re Ampicillin Antitrust Litig.*, 526 F.Supp. 494 (D.D.C. 1981)
12 [awarding attorneys’ fees in the amount of 45% of the \$7.3 million total settlement amount]; *Beech*
13 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* 480 F.Supp. 1195 (S.D.N.Y. 1979) [awarding
14 approximately 53% of the settlement as attorneys’ fees].) California courts routinely approve
15 attorneys’ fees awards “average[ing] around one-third of the recovery.” (*Chavez*, 162 Cal.App.4th
16 at 66 [trial court found the range of contingency fees in marketplace to be 20 to 40 percent and
17 determined such a percentage fee was appropriate]; see also, e.g., *Resendez v. Bridgestone Retail*
18 *Operations, LLC*, Los Angeles County Superior Court, Case No. BC596892 (June 2016)
19 [approving a fee award of one-third of the settlement amount of \$950,000 in a PAGA action,
20 because it was “reasonable and consistent with fee awards in class action cases”].)

21 Plaintiffs’ Counsel has litigated this case since it was commenced, with the very real
22 possibility of an unsuccessful outcome and no fee recovery of any kind. Counsel for the Parties
23 undertook significant investigation and invested time reviewing and analyzing relevant documents
24 and data to evaluate Plaintiffs’ claims, including, but not limited to, calculating the potential
25 monetary recovery under PAGA. (Genish Decl., ¶ 39).

26 In the present case, Plaintiffs’ Counsel has borne all of the risks and costs of litigation and
27 will not receive any compensation until recovery is obtained. Plaintiffs’ Counsel is experienced
28 in complex wage-and-hour litigation and used that experience to obtain a favorable result for

1 Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees
2 requested (\$106,666.66), work performed, risks incurred, results obtained, and experience of
3 Plaintiffs' Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees
4 are reasonable and should be awarded. (Genish Decl., ¶¶ 39-41).

5 Additionally, both Plaintiffs have provided written approval of their counsel's fee splitting
6 agreement. (Genish Decl., ¶ 42; Declaration of Sindy Aviles, ¶ 11; Kelly Decl., ¶ 11).

7 **VII. THE REQUESTED COSTS TO BE REIMBURSED TO PLAINTIFFS'**
8 **COUNSEL ARE FAIR AND REASONABLE**

9 The Settlement provides for reimbursement of actual litigation costs in the amount of Three
10 Thousand Eight Hundred Ninety-Five Dollars and Seven Cents (\$3,895.07). This is the amount
11 which both Plaintiffs' counsel collectively expended, and which were reasonable and necessary in
12 their prosecution of this matter. (Genish Decl., ¶ 43, Exhibit C; Zakay Decl., ¶¶ 3-5; Lapuyade
13 Decl., ¶¶ 3-5). Accordingly, Plaintiffs' counsel respectfully request that the Court reimburse them
14 for actual litigation costs in the amount of \$3,895.07.

15 **VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND**
16 **REASONABLE**

17 As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to
18 approval by the Court, CPT Group to handle the administration of the Settlement. The fees and
19 expenses of the PAGA Settlement Administrator are estimated not to exceed \$9,750.00. These
20 costs include, but are not limited to, expenses for preparing, printing, and mailing the Notice of
21 Representative PAGA Action Settlement and Individual Settlement Share checks (i.e., PAGA
22 Settlement Package) to the Aggrieved Employees, re-mailing the returned PAGA Settlement
23 Packages to any new addresses obtained, and handling inquiries from Aggrieved Employees
24 regarding the Settlement, among other things. Accordingly, the Court should grant approval of the
25 Settlement Administration Costs in the amount of up to \$9,750.00 to CPT Group, a necessary third-
26 party for handling the settlement process. (Genish Decl. ¶ 44).

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Court Reservation Receipt

Reservation

Reservation ID: 524793800314	Status: RESERVED
Reservation Type: Motion re: (Approval of PAGA Settlement)	Number of Motions: 1
Case Number: 21STCV34864	Case Title: SINDY AVILES, INDIVIDUALLY, AND ON BEHALF OF AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT vs FREEWAY INSURANCE SERVICES AMERICA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
Filing Party: Sindy Aviles, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act (Plaintiff)	Location: Stanley Mosk Courthouse - Department 24
Date/Time: May 10th 2023, 8:30AM	Confirmation Code: CR-VLAWBXASTJ4DZRPMU

Fees

Description	Fee	Qty	Amount
Reschedule Fee	20.00	1	20.00
Credit Card Percentage Fee (2.75%)	0.55	1	0.55
TOTAL			\$20.55

Payment

Amount: \$20.55	Type: AmericanExpress
Account Number: XXXX2006	Authorization: 298279
Payment Date: 2023-04-14	

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