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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FRANCISCA RAMIREZ,
Plaintiff,
v.
BENITO VALLEY FARMS, LLC,
Defendant.

Case No. 16-CV-04708-LHK
ORDER APPROVING SETTLEMENT
Re: Dkt. No. 53

Before the Court is Plaintiff’s Motion for Settlement Approval. Having considered the briefing and declarations of the parties, the arguments at the July 27, 2017 hearing, and the record in this case, the Court GRANTS the motion for settlement approval.

I. BACKGROUND

A. Factual Background

Plaintiff Francisca Ramirez (“Plaintiff”) worked for Benito Valley Farm, LLC (“Defendant”) from 2006 to 2016 as a seasonal agricultural worker harvesting green beans. ECF No. 54 at 2. During this time Plaintiff lived with her family in housing owned by Defendant. *Id.* Plaintiff alleges that her supervisor, Foreman Alfonso Flores, created a hostile work environment and engaged in discrimination and retaliation directed at Plaintiff. *Id.* at 3. Plaintiff also alleges

1 Defendant failed to comply with its legal duties in the provision of housing because the employee
2 housing in which Plaintiff resided contained serious habitability issues, including inadequate
3 flooring and the presence of rats and flies. *Id.* Plaintiff complained about these habitability issues,
4 but Defendant failed to adequately address the issues. *Id.* Plaintiff also alleges that Defendant
5 repeatedly failed to compensate employees for all hours worked, failed to pay overtime wages, and
6 between 2012 and 2014, failed to provide rest and meal breaks. *Id.* Plaintiff also alleges that
7 Defendant’s payroll records and paycheck registers were defective and contain inaccurate
8 information. *Id.*

9 **B. Procedural History**

10 Plaintiff filed the complaint in the instant case on August 17, 2016. ECF No. 1. Plaintiff
11 filed an amended complaint (“FAC”) on September 15, 2016. ECF No. 14. The FAC contained
12 twenty claims, which sought damages for Plaintiff’s nineteen individual claims and civil penalties
13 under the PAGA. Defendant filed an answer, apparently to the original complaint, on October 25,
14 2016. ECF No. 20. Defendant then filed an answer to the FAC on December 9, 2016. ECF No. 34.

15 Before and after the filing of the complaint, Plaintiff conducted extensive investigation of
16 the claims involved in the instant case. “The pre-suit investigation included extensive interviews
17 with Plaintiff, a thorough review of potential witnesses and other corroborating evidence, as well
18 as inspections of the employer-provided housing.” ECF No. 54 at 3. After the filing of the
19 complaint, “Defendant disclosed a sampling of employee records, which Plaintiff analyzed for
20 wage and hour violations.” *Id.* at 4.

21 On March 10, 2017, the parties attended a mediation session and reached a tentative
22 settlement. *Id.* After several more rounds of negotiation, the parties executed a settlement
23 agreement on June 12, 2017. *Id.* This settlement agreement, discussed in more detail below,
24 provides \$40,700 in compensation for Plaintiff’s individual damages, \$27,500 in civil penalties
25 under the PAGA, injunctive relief, and \$41,800 in attorney’s fees, for a total settlement amount of
26 \$110,000.

27 **II. RELEVANT SETTLEMENT PROVISIONS**

28

1 Under the PAGA, “court[s] shall review and approve any settlement of any civil action
2 filed pursuant to [PAGA].” California Labor Code § 2699(1)(2). Therefore, in the instant case, the
3 Court is not required to approve settlement provisions resolving Plaintiff’s individual claims.
4 However, the Court is required to approve the settlement provisions related to Plaintiff’s PAGA
5 claims. Additionally, Plaintiff has requested approval of the settlement provisions providing for
6 attorney’s fees and costs. Therefore, in discussing the settlement, the Court will discuss only those
7 provisions of the settlement that are relevant to the PAGA claims and the request for attorney’s
8 fees and costs.

9 The settlement provides for \$27,500 allocated to civil penalties to resolve Plaintiff’s
10 PAGA claims; this amount is referred to as the PAGA settlement fund. Settlement Agreement,
11 Part II.A.(iii). Under the agreement, 226 employees are eligible to receive a share of the PAGA
12 settlement fund. *Id.* A claims process will allocate the PAGA settlement fund to participating
13 Eligible Employees who submit a timely claim. Each Eligible Employee who submits a claim to
14 receive a share of the PAGA settlement fund is a “Claimant.” Each Claimant will receive a share
15 in proportion to the number of hours he or she worked relative to the cumulative total number of
16 hours worked by all Eligible Employees. *Id.*

17 If any Eligible Employee does not submit a timely claim, their unclaimed share of the
18 PAGA settlement funds will be reallocated to Claimants. *Id.* Each Claimant will receive a share of
19 the total unclaimed funds in proportion to the number of hours he or she worked relative to the
20 cumulative total hours worked by all Claimants. *Id.* To determine how much each Claimant will
21 receive, the total hours worked by the Claimant is divided by the total number of hours worked by
22 all Claimants, and then multiplied by the total amount of unclaimed funds. Settlement Agreement,
23 Part II.A.iii.(4). If no Eligible Employees make a claim before the close of the claims period, the
24 parties have agreed that, consistent with California Labor Code § 2699(i), the \$27,500.00 will be
25 paid in full to the LWDA. *Id.*

26 The settlement also provides for injunctive relief to resolve issues that gave rise to the
27 instant case, including Defendants’ violations of the PAGA. Defendant has agreed to comply with

1 all California wage and hour laws, including properly paying workers for hours worked and
2 maintaining proper payroll records. Defendant has agreed to an audit of its payroll by Plaintiff’s
3 counsel in March 2018 to confirm compliance. Settlement Agreement, Part I.A–F. Defendant has
4 agreed to join a Farm Employer Association, and to ensure that its supervisory and non-
5 supervisory employees are fully trained, as required under California law, regarding their
6 obligation to prevent and respond to claims of sexual harassment. *Id.* In addition, at least one time
7 during each harvesting season, the crew foremen will conduct a “tail-gate” meeting with their
8 crew members on the topic of preventing sexual harassment and retaliation where the company’s
9 anti-harassment policies and complaint processes will be reviewed. *Id.* Defendant has also agreed
10 to establish and communicate to its employees in Spanish a procedure for making complaints,
11 including providing a telephone number for reporting harassment directly to the owner of Benito
12 Valley Farm. *Id.*

13 Finally, the settlement provides for \$41,800 for attorney’s fees and costs.

14 **III. DISCUSSION**

15 **A. Settlement Approval**

16 “An employee bringing a PAGA action does so as the proxy or agent of the state’s labor
17 law enforcement agencies, . . . who are the real parties in interest.” *Sakkab v. Luxottica Retail N.*
18 *Am. Inc.*, 803 F.3d 425, 435 (9th Cir. 2015) (internal citations omitted). Thus, “[a]n action brought
19 under the PAGA is a type of qui tam action.” *Id.* at 429. Because a PAGA action is brought as
20 proxy of law enforcement agencies, “[t]here is no requirement that the Court certify a PAGA
21 claim for representative treatment like in Rule 23” *Villalobos v. Calandri Sunrise Farm LP*,
22 2015 WL 12732709, at *5 (C.D. Cal. July 22, 2015). However, because a settlement of PAGA
23 claims compromises a claim that could otherwise be brought by the state, the PAGA provides that
24 “court[s] shall review and approve any settlement of any civil action filed pursuant to [PAGA].”
25 California Labor Code § 2699(1)(2).

26 A party seeking approval of a PAGA settlement must simultaneously submit the proposed
27 settlement to the California Labor and Workforce Development Agency (LWDA) to allow the

1 LWDA to comment on the settlement if the LWDA so desires. The PAGA also states that courts
2 may exercise their discretion to lower the amount of civil penalties awarded “if, based on the facts
3 and circumstances of the particular case, to do otherwise would result in an award that is unjust,
4 arbitrary and oppressive, or confiscatory.” Cal. Labor Code § 2699(e)(2). Because state law
5 enforcement agencies are the “real parties in interest” for PAGA claims, the Court’s task in
6 reviewing the settlement is to ensure that the state’s interest in enforcing the law is upheld.
7 *Sakkab*, 803 F.3d at 435.

8 Other than the provisions discussed above, however, the PAGA does not establish a
9 standard for evaluating PAGA settlements. Indeed, the LWDA has stated that “[t]he LWDA is not
10 aware of any existing case law establishing a specific benchmark for PAGA settlements, either on
11 their own terms or in relation to the recovery on other claims in the action.” LWDA Response at 3,
12 *O’Connor v. Uber Techns.*, No. 13-CV-03826-EMC, Docket No. 736 (N.D. Cal. July 29, 2016).

13 At least one court has applied the factors in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
14 1026 (9th Cir. 1998), to evaluate a PAGA settlement. *See O’Connor v. Uber Techns.*, 201 F. Supp.
15 3d. 1110, 1134 (N.D. Cal. 2016) The *Hanlon* factors, which are used to evaluate class action
16 settlements, include (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity, and
17 likely duration of further litigation; (3) the risk of maintaining class action status throughout the
18 trial; (4) the amount offered in settlement; (5) the extent of discovery completed; (6) the expertise
19 and views of counsel; (7) the presence of government participation; and (8) the reaction of class
20 members to the proposed settlement. *See Hanlon*, 150 F.3d at 1026. Many of these factors are not
21 unique to class action lawsuits and bear on whether a settlement is fair and has been reached
22 through an adequate adversarial process. Thus, the Court finds that these factors are useful in
23 evaluating a PAGA settlement. However, three of the *Hanlon* factors – risk of maintaining class
24 action status, presence of a governmental participant, and reaction of class members – are not
25 relevant to a PAGA settlement that is not a class action and in which the LWDA is not involved.

26 Additionally, Plaintiff argues that another section of the PAGA may contain a factor
27 relevant to the Court’s analysis. Specifically, for PAGA claims based on health and safety

1 violations, the PAGA requires courts to “review and approve any proposed settlement . . . to
2 ensure that the settlement provisions are at least as effective as the protections or remedies
3 provided by state and federal law or regulation for the alleged violation.” Cal. Labor Code
4 § 2699.3(b)(4). By its terms, this provision does not apply to the instant settlement, because the
5 instant case involves wage and hour claims rather than health and safety violations. However, the
6 Court agrees that determining whether settlement provisions are “at least as effective as the
7 protections or remedies provided by state and federal law” may be useful in determining whether
8 the instant settlement is fair and reasonable. *Id.*

9 For these reasons, the Court evaluates the PAGA settlement in light of the PAGA
10 requirement that the award not be “unjust, arbitrary and oppressive, or confiscatory.” Cal. Labor
11 Code § 2699(e)(2). The Court also considers the five relevant *Hanlon* factors and discusses
12 whether “the settlement provisions are at least as effective as the protections or remedies provided
13 by state and federal law or regulation.” Cal. Labor Code § 2699.3(b)(4).

14 Before considering these factors, however, the Court first notes one additional feature of
15 the instant settlement. The parties characterize all PAGA penalties recovered in the instant case as
16 underpaid wages. *See* Settlement Agreement at 3 (describing \$27,500 as “PAGA wage payments
17 to Eligible Employees who submit claims”); ECF No. 58, at 2 (same); ECF No. 59 (“With
18 respect to the PAGA claims on behalf of the Defendant’s employees, the parties came to the
19 conclusion that the claim with the most likelihood of success and of the highest benefit to the
20 representative class was the unpaid wage claim”). In this case, Plaintiff alleged 19 individual
21 causes of action and one PAGA cause of action. Because no federal or state claim was brought on
22 a putative class action basis, the employees eligible to receive a share of the PAGA settlement
23 fund, other than the plaintiff, will receive compensation for their underpaid wages only through
24 the PAGA cause of action. Thus, classifying the PAGA penalties in this case solely as underpaid
25 wages is reasonable.

26 Under the PAGA, “underpaid wages go[] entirely to the affected employee or employees
27 as an express exception to the general rule that civil penalties recovered in a PAGA action are

1 distributed 75 percent to the Labor and Workforce Development Agency (LWDA) and 25 percent
2 to the aggrieved employees.” *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112,
3 1145, 138 Cal. Rptr. 3d 130, 157 (2012); *see also Esparza v. KS Indus., L.P.*, 2017 WL 3276363,
4 at *7 (Cal. Ct. App. Aug. 2, 2017) (same). Indeed, in the instant case, the LWDA filed a letter with
5 the Court stating that the LWDA would not seek any penalties. ECF No. 60. LWDA did not object
6 to the settlement in the instant case. *Id.*

7 Therefore, with the understanding that all PAGA penalties recovered in the instant
8 settlement are classified as underpaid wages, the settlement properly provides that the PAGA
9 settlement fund shall be paid entirely to the aggrieved employees. The Court next considers each
10 of the factors discussed above.

11 **1. “Unjust, Arbitrary and Oppressive, or Confiscatory” as to Defendant**

12 This factor favors approval of the proposed settlement. There is no indication that the
13 settlement in the instant case would be “unjust, arbitrary and oppressive, or confiscatory.” Cal.
14 Labor Code § 2699(e)(2). To the contrary, in the negotiation process and the resulting settlement,
15 the parties took account of Defendant’s weak financial condition and ensured that the settlement
16 would not significantly weaken Defendant further. Linda Chu, the owner of Benito Valley Farm,
17 has filed a declaration in support of the motion for settlement approval. ECF No. 53-5. In this
18 declaration, Chu states that due to recent rain storms and flooding, Defendant has suffered an
19 estimated loss of \$300,000. *Id.* ¶¶ 4–5. Chu has applied for a bank loan and a United States
20 Department of Agriculture grant in order to “keep [Benito Valley Farm] going.” *Id.* ¶¶ 6–7.
21 During the preliminary approval hearing, Plaintiffs’ counsel stated that they had confirmed
22 Defendant’s weak financial condition through a review of Defendant’s financial records. Settling
23 at this early stage prevents further expensive litigation for Defendant. *See* ECF No. 54 at 11 (“[I]t
24 has become clear that Defendant, from an economic standpoint based on its tax returns and other
25 data, does not have the resources to withstand significant litigation, let alone a sizable judgment.”).

26 **2. Strength of Plaintiff’s Case**

27 This factor favors approval. Courts have noted that legal uncertainty favors approval of a
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1 settlement. *See, e.g., Browning v. Yahoo! Inc.*, 2007 WL 4105971, at *10 (N.D. Cal. Nov. 16,
2 2007) (“[L]egal uncertainties at the time of settlement—particularly those which go to
3 fundamental legal issues—favor approval.”). The parties reached a settlement early on in the
4 instant case, before any motions practice. Although Plaintiff’s counsel investigated the case in
5 depth, there was significant uncertainty in continuing the litigation. Additionally, as Plaintiff
6 points out, further litigation to strengthen Plaintiff’s case would drain Defendant of resources that
7 it could otherwise use to pay a settlement and improve its business practices.

8 **3. Risk, Expense, Complexity, and Likely Duration of Further Litigation**

9 This factor strongly favors approval. The parties reached a settlement early on in the
10 litigation. As discussed above, further litigation would necessitate further expenses and costs for
11 both Plaintiff and Defendant. Given Defendant’s weak financial condition, continuing litigation
12 would decrease the amount available for settlement and would financially weaken Defendant.
13 Thus, further litigation may harm Defendant to such an extent that there are few resources
14 available for a monetary recovery or for injunctive relief. Indeed, continuing litigation, even if it
15 strengthens Plaintiff’s legal argument, may harm Plaintiff because it may render Defendant less
16 able to pay any final judgment. The settlement provides a timely, certain, and meaningful
17 recovery, while the outcome at trial—and any subsequent appeal—is not certain, and in any event
18 would substantially delay recovery.

19 **4. Amount of Settlement**

20 This factor favors approval. The settlement provides for \$27,500 in PAGA penalties.
21 Although this represents only 4.5% of the total estimated possible recovery for PAGA civil
22 penalties, considering the very early stage of this litigation and Defendant’s weak financial
23 condition, this percentage is reasonable. Additionally, the settlement’s injunctive relief provides
24 that Defendant will comply with California wage and hour laws in the future, that Defendant will
25 join a Farm Employer Association, and that Defendant will ensure that employees are fully trained
26 to prevent and respond to claims of sexual harassment. The settlement also provides that
27 Defendant will hold meetings to discuss preventing sexual harassment and retaliation with

1 Defendant’s crew foreperson every harvesting season and will provide a telephone number to
2 report harassment in English or Spanish. Finally, the settlement provides that Defendant will
3 submit to an audit of its payroll by Plaintiff’s counsel in March 2018.

4 Together, these provisions represent a significant recovery, especially considering the early
5 stage of the litigation. Additionally, considering Defendant’s weakened financial state, the
6 proposed settlement is the most significant recovery that Plaintiff is likely to receive. Therefore,
7 the amount of the settlement weighs in favor of approval.

8 **5. Extent of Discovery Completed and Stage of the Proceedings**

9 This factor weighs in favor of approval. Although this case settled very early in the
10 litigation process, Plaintiff’s counsel had conducted an extensive review of the evidence. As
11 discussed above, “[t]he pre-suit investigation included extensive interviews with Plaintiff, a
12 thorough review of potential witnesses and other corroborating evidence, as well as inspections of
13 the employer-provided housing.” ECF No. 54 at 3. After the filing of the complaint, “Defendant
14 disclosed a sampling of employee records, which Plaintiff analyzed for wage and hour violations.”
15 *Id.* at 4. Thus, at the time of settlement, both sides had a well-developed sense of the risks and
16 benefits of continuing litigation.

17 **6. Experience and Views of Counsel**

18 This factor favors approval. The parties here are represented by competent, experienced,
19 and sophisticated counsel who favor settlement. Particularly, Plaintiff’s counsel, California Rural
20 Legal Assistance (“CRLA”), has expertise in cases involving the rights of farm workers and has
21 significant experience in PAGA litigation. *See, e.g.*, ECF No. 53-4 ¶ 2 (“I have participated in the
22 settlement of six to eight PAGA lawsuits in state court.”). Thus, CRLA’s view of the possible
23 results and risks from this type of litigation is entitled to great weight.

24 **7. Whether the Settlement is “at Least as Effective as the Protections or Remedies
25 Provided by State and Federal Law or Regulation”**

26 As discussed above, the settlement provides for significant injunctive relief. The settlement
27 provides that Defendant will comply with California wage and hour laws in the future, that

1 Defendant will join a Farm Employer Association, and that Defendant will ensure that employees
2 are fully trained to prevent and respond to claims of sexual harassment in English or Spanish. The
3 settlement also provides that Defendant will hold meetings to discuss preventing sexual
4 harassment and retaliation with Defendant’s crew foreperson every harvesting season and will
5 provide a telephone number to report harassment in English or Spanish. Finally, the settlement
6 provides that Defendant will submit to an audit of its payroll by Plaintiff’s counsel in March 2018.

7 In the motion for approval, Plaintiff states that the injunctive provisions included in the
8 settlement agreement “are the type that LWDA would likely impose, though they reach more
9 broadly to address other issue areas, such as the prevention of sexual harassment and retaliation.”
10 ECF No. 54 at 12. Additionally, LWDA wrote a letter to the Court and did not object to the
11 settlement. ECF No. 60. Therefore, this factor is also met.

12 **8. Conclusion**

13 Thus, each of the seven relevant factors discussed above favors final approval. The
14 settlement of the PAGA claims in the instant case was reached only after a thorough investigation
15 and extensive negotiations involving counsel with significant experience in PAGA cases.
16 Additionally, the \$27,500 PAGA settlement fund and the injunctive relief represent a significant
17 recovery that strongly vindicates California state law enforcement agencies’ interest in enforcing
18 the law. For these reasons, the Court finds that the proposed settlement is fair and reasonable and
19 promotes the purposes of the PAGA. Therefore, the Court GRANTS Plaintiff’s motion for
20 settlement approval.

21 **B. Attorney’s Fees**

22 The Court also finds that an award of \$41,800 for attorney’s fees and costs is warranted.
23 The PAGA provides that “[a]ny employee who prevails in any action shall be entitled to an award
24 of reasonable attorney’s fees and costs.” Cal. Labor Code § 2699(g)(1). The PAGA does not
25 provide a specific standard for evaluating attorney’s fees in connection with a settlement of PAGA
26 claims. However, the parties agree that the lodestar method is the preferable method for measuring
27 attorney’s fees in the instant case. Additionally, the lodestar method is a well-established method

1 for determining the reasonableness of an attorney’s fee award. *See, e.g., Nitsch v. DreamWorks*
2 *Animation SKG Inc.*, 2017 WL 2423161, at *8 (N.D. Cal. June 5, 2017).

3 Therefore, the Court applies the lodestar method in determining whether the requested
4 attorney’s fees are reasonable in the instant case. Under the lodestar method, a “lodestar figure is
5 calculated by multiplying the number of hours the prevailing party reasonably expended on the
6 litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and
7 for the experience of the lawyer.” *In re Bluetooth*, 654 F.3d 935, 941 (9th Cir. 2011) (citing *Staton*
8 *v. Boeing Co.*, 327 F.3d 938, 965 (9th Cir. 2003)).

9 Under the Civil Local Rules for United States District Court for the Northern District of
10 California, a motion for attorneys’ fees and costs must include (1) the number of hours spent on
11 the litigation by each biller, (2) detailed billing records showing how much time was spent on each
12 task, and (3) each biller’s billable rate and justification for such rate.

13 Plaintiff’s counsel reports a total lodestar of \$101,212.75 up to the time of the March 10,
14 2017. This lodestar does not include work performed since the March 10, 2017. This total lodestar
15 includes \$95,306.50 for 365.97 hours worked by attorneys and \$5,906.25 for 78.75 hours worked
16 by community workers. Specifically, Plaintiff’s counsel requests fees for the following attorneys
17 and community workers with the following hourly rates:

- 18 • 247.65 hours expended by Maria Vizzuzi, (\$250.00 per hour);
- 19 • 12 hours expended by Michael Meuter, (\$450.00 per hour);
- 20 • 1.5 hours expended by Blanca Banuelos, (\$450.00 per hour);
- 21 • 14.42 hours expended by Lisa Cisneros, (\$450.00 per hour);
- 22 • 34.25 hours expended by Lisel Holdenried, (\$350.00 per hour);
- 23 • 1.4 hours expended by Cynthia Rice, (\$450.00 per hour);
- 24 • 21 hours expended by Ana Vicente, (\$150.00 per hour);
- 25 • 33.75 hours expended by Liliana Garcia, (\$150.00 per hour);
- 26 • 75.75 hours expended by Mariano Alvarez, (\$75.00 per hour);
- 27 • 3 hours expended by Jesus Lopez, (\$75.00 per hour)

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1 Plaintiff has provided detailed, contemporaneous billing records that indicate that the hours spent
2 on the instant litigation were justified. However, Plaintiff does not provide information to justify
3 the individual rates of all billers. Instead, Plaintiff includes information regarding the education
4 and experience of only four billers: Lisa Cisneros, Michael Meuter, Maria Vizzuzi, and Blanca
5 Banuelos. ECF Nos. 53-3, 53-2. Having reviewed this information, the Court finds that the
6 education and experience of each attorney justifies these four attorneys' requested rates.

7 Therefore, the Court finds that the billing rates of these four attorneys are adequately justified.

8 The Court lacks information to justify the billing rates of the other six billers. Ordinarily,
9 the Court would require more detailed justifications of the billing rates for these billers before
10 awarding attorney's fees. However, in the instant case, the lodestar of the four attorneys whose
11 rates Plaintiff has justified is more than sufficient to make the requested \$41,800 in attorney's fees
12 and costs reasonable. Specifically, the lodestar of Lisa Cisneros, Michael Meuter, Maria Vizzuzi,
13 and Blanca Banuelos totals \$74,476.50.¹ Thus, the requested \$41,800 represents a significant
14 discount from even this subset of Plaintiff's lodestar. The \$41,800 requested fee reflects a 56.1%
15 multiplier of the \$74,476.50 lodestar for which Plaintiff has provided adequate justification of
16 individual billing rates. The \$41,800 requested fee reflects a 41.3% multiplier of Plaintiff's total
17 lodestar of \$101,212.75.

18 Thus, even if the Court considers only the subset of the lodestar for which Plaintiff has
19 provided adequate justification of billing rates, the Court finds that the requested attorney's fees
20 award is justified. This is especially true because Plaintiff has not requested attorney's fees for the
21 significant amount of work performed after the March 10, 2017 mediation or the work that
22 Plaintiff's counsel will continue to do, including the March 2018 audit of Defendant to ensure
23 compliance with wage and hour laws.

24 Plaintiff has achieved a significant result that strongly vindicates the state's interest in
25 enforcing wage and hour laws. Defendant has agreed to pay \$27,500 as civil penalties under
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27 ¹ Indeed, the lodestar of Maria Vizzuzi alone totals \$61,912.5.

1 PAGA and has agreed to significant injunctive relief. Additionally, Plaintiff's counsel devoted
2 significant resources to the difficult task of investigating Plaintiff's claims, analyzing Defendant's
3 records, and negotiating a settlement that allows for maximum recovery despite Defendant's
4 weakened financial state.

5 For these reasons, the Court finds that the requested \$41,800 in attorney's fees is
6 reasonable within the meaning of California Labor Code § 2699(g)(1). Therefore, the Court
7 GRANTS Plaintiff's request for attorney's fees in connection with the PAGA settlement.

8 **IV. CONCLUSION**

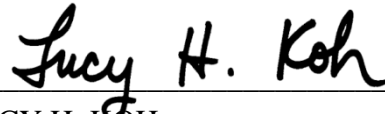
9 For the foregoing reasons, the Court GRANTS Plaintiff's motion for settlement approval
10 and Plaintiff's request for attorney's fees. The Clerk shall close the file.

11 **IT IS SO ORDERED.**

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13 Dated: August 25, 2017

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LUCY H. KOH
United States District Judge

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