
Tentative Ruling:

Appearances are required. The parties should be prepared to address the issues noted in this ruling.

Cases:

<i>García-Brower v. Alco Harvesting, LLC, et al.</i> (Assigned to SM3)		
Case No. 21CV02855		
Plaintiff	Lilia Garcia-Brower (Labor Commissioner for State of CA)	Dept. of Labor Standards Enforcement Alec Segarich Anel Flores
Defendants	Alco Harvesting LLC, Betteravia Farms LLC, Betteravia Investment LLC, Grubstake Investments, LLC, Bonita Packing Co., each of which is alleged to d/b/a as Bonipak Produce Inc.	Fisher & Phillips Alden Parker Rebecca Hause-Schultz Ryan Harrison Angela Fuentes

<i>Guzman v. Alco Harvesting, LLC</i> (Assigned to SM3)		
Case No. 21CV00299		
Plaintiff	Jesus Guzman	California Rural Legal Assistance (SM) Corrie Meals Sandra Aguila California Rural Legal Assistance, Inc. (Salinas) Ana Vicente de Castro Dennise Silva
Defendants	Alco Harvesting LLC, Betteravia Farms LLC, Bonipak Produce Inc.	See above

<i>Cisneros v. Alco Harvest, Inc.</i> (Transferred from SLO Superior Court)		
Case No. 21CV04639		

Plaintiff	Edgar Cisneros (on behalf of State)	LEX OPUS Mohammed Ghods Jeremy Rhyne WORKWORLD LAW CORP. Ruben Escobedo
Defendants	Alco Harvest Inc., Rancho Harvest, Inc. Jesus Manriquez, Alain Pincot, Robert Ferini, Michell Ardantz, Craig Read, Jeremy Mackenzie	

<i>Rodales v. Alco Harvest, Inc.</i>		
Case No. 22CV02506		
Plaintiff	Laura Frutos Rodales	MELMED LAW GROUP Jonathan Melmed Meghan N. Higday
Defendants	Alco Harvest Inc.	See above

<i>Rodales v. Alco Harvest, Inc.</i>		
Case No. 23CV03669		
Plaintiff	Laura Frutos Rodales	MELMED LAW GROUP Jonathan Melmed Meghan N. Higday
Defendants	Alco Harvesting Inc.	See above

<i>Crowley v. Alco Harvesting, LLC</i>		
Case No. 23CV04823		
Plaintiff	Patrick Crowley and Stanton Wood	WORKWORLD LAW CORP. Ruben Escobedo
Defendants	Alco Harvest Inc.	See above

Procedural Background

There are six cases involving Alco Harvesting LLC pending before this court that are related or consolidated.

On September 8, 2021, the court ordered the following cases consolidated for purposes of discovery, pretrial motions, and trial. (See Order filed September 13, 2021.)

- *García-Brower v. Alco Harvesting, LLC, et al.* (Case No. 21CV02855) [Designated lead case]
- *State ex rel. Edgar Cisneros v. Alco Harvest, Inc., et al.* (21CV04639)¹
- *Guzman v. Alco Harvesting, LLC* (Case No. 21CV00299)

These will be referred to as the consolidated action.

On November 30, 2022, the court ordered *Rodales v. Alco Harvest, Inc.* (Case No. 22CV02506) related to the lead case of the consolidated action, *García-Brower v. Alco Harvesting, LLC* (Case No. 21CV02855). (See 11/30/22 MO.)²

On February 29, 2024, Judge Rigali ordered *Crowley v. Alco Harvesting, LLC* (Case No. 23CV04823) related to the lead case of the consolidated action, *García-Brower v. Alco Harvesting, LLC, et al.* (Case No. 21CV02855).

On April 22, 2024, the court ordered *Rodales v. Alco Harvesting LLC* (Case No. 23CV03669) related to the lead case of the consolidated action, *García-Brower v. Alco Harvesting, LLC, et al.* (Case No. 21CV02855).

To be clear, related cases are not consolidated cases. Related cases maintain their separate identities but are heard by the same trial judge (either contemporaneously or not). Consolidated cases, on the other hand, essentially merge and proceed under a single case number. (Code Civ. Proc., § 1048; Cal. Rules of Court, rule 3.350.) Thus, the cases that are related, but not consolidated, retain their separate identities.

Factual Summary

For convenience, a factual summary each consolidated/related case follows.

1. *García-Brower v. Alco Harvesting, LLC, et al.* (Case No. 21CV02855)

Plaintiff Lilia Garcia-Brower is the Labor Commissioner for the State of California. She filed a complaint against defendants Alco Harvesting LLC, Betteravia Farms LLC,

¹ Transferred from San Luis Obispo Superior Court and assigned a Santa Barbara County case number.

² This is the only case that includes class action allegations. On September 26, 2023, the Court dismissed Plaintiff Rodales' class claims and ordered Plaintiff Rodales' individual claims to arbitration. However, because the parties globally settled PAGA and non-PAGA claims which are factually and legally intertwined, the motion discusses all claims together.

Betteravia Investment LLC, Grubstake Investments, LLC, Bonita Packing Co., each of which is alleged to d/b/a as Bonipak Produce Inc., for Labor Code violations, including: (1) failure to comply with paid sick leave requirements; (2) failure to comply with COVID-19 Supplemental paid sick leave requirements; (3) failure to pay minimum wages; (4) failure to timely pay earned wages upon separation from employment; (5) failure to timely pay earned wages during employment; and (6) failure to provide accurate itemized wage statements.³

2. *Guzman v. Alco Harvesting, LLC* (Case No. 21CV00299)

Plaintiff Jesus Guzman is a Mexican national admitted to the United States to harvest and process strawberries as an employee for Defendants as a non-exempt, hourly employee pursuant to the federal H-2A Visa program.⁴ He filed a complaint against defendants for Labor Code violations, as follows: (1) failure to pay all contractual wages; (2) failure to pay overtime wages; (3) failure to pay minimum wages; (4) liquidated damages for failure to pay minimum wages; (5) failure to pay all wages due upon termination; (6) failure to provide meal periods; (7) failure to provide rest periods; (8) failure to provide accurate and complete itemized wage statements; (9) failure to grant and pay medical leave; (10) retaliation; (11) unlawful and unfair competition; and (12) enforcement of PAGA penalties.

3. *Cisneros v. Alco Harvest, Inc.* (Case No. 21CV04639)

Plaintiff Edgar Cisneros “is an adult individual residing in Santa Barbara County, California. Mr. Cisneros is not suing in his individual capacity; she (sic) is proceeding herein solely under the PAGA, on behalf of the State of California.” (FAC, ¶ 7.) The complaint requests PAGA penalties for: (1) failure to provide or pay for recovery periods; (2) failure to provide compliant rest periods or pay rest premiums; and (3) failure to provide compliant meal periods or pay meal premiums.

4. *Rodales v. Alco Harvest, Inc.* (Case No. 22CV02506)

³ The Labor Commissioner is authorized, pursuant to Labor Code § 98.3 subdivision (b), to prosecute actions for the collection of wages and other moneys payable to employees or to the State arising out of an employment relationship or order of the IWC. Labor Code § 217 expressly empowers the Labor Commissioner to enforce the provisions of Labor Code §§ 200-244, which include Code sections authorizing penalties for an employer’s failure to timely pay wages due to employees during employment or upon separation of employment, or for an employer’s failure to comply with requirements pertaining to itemized wage statements. Labor Code § 248.5 expressly authorizes the Labor Commissioner to enforce the paid sick leave requirements set out in Labor Code §§ 245-249. Labor Code § 1193.6 expressly authorizes the Labor Commissioner to file and prosecute a civil action to recover unpaid minimum wages, owed to any employee under Labor Code §§ 1171-1206 or under any IWC Wage Order. Furthermore, the Labor Commissioner is authorized, pursuant to Labor Code § 1194.5, to seek injunctive relief to prevent further violations of any of the laws, regulations.

⁴ H-2A is a federal visa program that allows agricultural employers to bring in workers from Mexico and Central America to perform seasonal agricultural work. These workers may be employed under the terms and conditions of the H-2A Certification and Job Order approved by the United States Department of Labor. The H-2A job order number is H-300—20017-261083.

In this *related but not consolidated* matter, plaintiff Laura Frutos Rodales was employed by defendant Alco Harvest, Inc. as a non-exempt hourly employee. She brings this action on behalf of herself and the following class pursuant to section 382 of the Code of Civil Procedure as follows: All individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (the “Class Members”). The complaint for Labor Code violations includes causes of action for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide rest periods and pay missed rest period premiums; (4) failure to provide meal periods and pay missed meal period premiums; (5) failure to maintain accurate employment records; (6) failure to pay wages timely during employment; (7) failure to pay wages earned and unpaid at separation; (8) failure to indemnify all necessary business expenses; (9) failure to furnish accurate itemized wage statements; and (10) violations of California’s Unfair Competition Law.

5. *Rodales v. Alco Harvesting LLC* (Case No. 23CV03669)

Plaintiff Laura Frutos Rodales also filed a complaint seeking penalties pursuant to the Private Attorneys General Act (PAGA) for the failure to comply with the Labor Code, as alleged in Case No. 22CV02506 (above). It is related to the lead case of the consolidated action, *García-Brower v. Alco Harvesting, LLC, et al.* (Case No. 21CV02855).

6. *Crowley v. Alco Harvesting, LLC* (Case No. 23CV04823)

Plaintiffs Patrick Crowley and Stanton Wood were employed by defendant Alco Harvest, Inc. Stanton Wood was employed from May 28, 2021 to January 16, 2023. Patrick Crowley began working at Alco on August 26, 2019. It appears he is still employed there and has held various positions. The complaint is brought under the Private Attorneys General Act for alleged failures to comply with the Labor Code on behalf of approximately 5,000 aggrieved non-exempt employees employed by Alco Harvesting LLC between August 17, 2022, and the conclusion of this action.

On Calendar

There is one item on calendar: Plaintiffs’ Motion for Approval of Settlement under PAGA. This motion has been filed only in *García-Brower v. Alco Harvesting, LLC, et al.* (Case No. 21CV02855), the designated lead case of the consolidated matters. The motion has not been filed in any of the related cases, which, as noted, retain their separate identities. However, the motion is brought on behalf of all plaintiffs, except the Labor Commissioner,⁵ and the Settlement Agreement and Consent Order applies to each action. Thus, the court will construe this as a motion requesting the same relief in the related cases as well as the consolidated cases.

⁵ The Labor Commissioner’s action is not subject PAGA’s settlement approval requirements, which apply only to private actions brought “pursuant” to PAGA. (Lab. Code, § 2699, subd. (s)(2).)

The Settlement Agreement and Consent Order

The gross settlement amount is \$6,175,000. The parties have agreed to reduce this amount as follows:

Gross Settlement Amount	\$	6,175,000.00
Plaintiffs' Individual Claims		
Patrick Crowley	\$	55,000.00
Jesus Guzman	\$	55,000.00
Laura Frutos Rodales	\$	30,000.00
Stanton Wood	\$	30,000.00
Edgar Cisneros	\$	5,000.00
Plaintiffs' Wage Claims ⁶	\$	1,000,000.00
Plaintiffs' Nonwage Claims ⁷	\$	1,500,000.00
Attorney Fees	\$	1,677,500.00
Litigation Expenses	\$	122,500.00
Administrator Expenses	\$	100,000.00
H-2A Employees	\$	1,500,000.00
PAGA Penalties	\$	100,000.00

The methods for allocating these amounts are described in the Escobedo Declaration, ¶ 35.

Legal Background

California's Labor Code contains numerous provisions designed to protect the health, safety, and compensation of workers, and employers who violate these statutes may be sued by employees for civil penalties, generally paid to the state. In a PAGA lawsuit, "the employee plaintiff represents the same legal right and interest as state labor law enforcement agencies—namely, recovery of civil penalties that otherwise would have been assessed and collected by the [LWDA]." (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 986.) Thus, the civil penalties a PAGA plaintiff may recover on the state's behalf are distinct from the statutory damages or penalties that may be available to employees suing

⁶ "This payment is meant to provide to the Aggrieved Employees unpaid minimum wages alleged in the Labor Commissioner and *Guzman* Actions, and unpaid premium wages alleged in the *Cisneros*, *Crowley*, and *Rodales* Actions." (Settlement Agreement and Consent Order, ¶ 1.31 attached to Escobedo Decl., Exh. A.)

⁷ "This payment compensates the Aggrieved Employees for alleged violations of paid sick leave and itemized wage statement laws as alleged in the Labor Commissioner's Action." (Settlement Agreement and Consent Order, ¶ 1.19 attached to Escobedo Decl., Exh. A.)

for individual violations. (*Iskanian v. CLS Transportation LLC* (2014) 59 Cal.4th 348, 381.)

Under the PAGA, pursuant to Labor Code section 2699, subdivision (a), any “aggrieved employee” may pursue civil penalties on the state’s behalf, with 75% going to the LWDA, leaving 25% for “aggrieved employees.” (*Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 81.)⁸ The superior court shall review and approve any settlement of any civil action filed pursuant to PAGA. (§ 2699 (l) (2).) “[A] trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76.) “Because many of the factors used to evaluate class action settlements bear on a settlement’s fairness—including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement.” (*Ibid.*) “Given PAGA’s purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA’s purposes and policies.” (*Ibid.*) “We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable and adequate in view of the PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Ibid.*)

Because the plaintiff represents the same legal rights and interest as state labor law enforcement agencies, the California Supreme Court has found that “a judgment in an employee’s action under the act binds not only that employee but also the state labor enforcement agencies.” (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 986.) The judgment binds all those who would be bound by an action brought by the government, including nonparty employees. (*Ibid.*)

Non-PAGA Settlement

Here, the motion reports the *entirety* of the settlement, which includes claims for violations of paid sick leave and itemized wage statement laws as alleged in the Labor Commissioner’s Action (nonwage payments) and for unpaid minimum wages alleged in the Labor Commissioner’s Action and *Guzman* Actions, and unpaid premium wages alleged in the *Cisneros*, *Crowley*, and *Rodales* Actions (wage payments). According to the proposed order, plaintiffs wish for approval of the “Private Attorneys’ General Act claims brought here by Plaintiffs and approves the proposed settlement for persons that worked in

⁸ The PAGA statute was amended on July 1, 2024, setting the allocation to be 65% to the LWDA and 35% to the aggrieved employees. This amendment applies to a civil action brought on or after June 19, 2024 (see Lab. Code § 2699(v)(1)), which these cases were not, and is therefore inapplicable to this action.

California pursuant to and compensated for work by paystubs issued by Defendant Alco Harvesting, LLC at any time during the period of July 16, 2018 to July 30, 2025. There are approximately 10,428 Aggrieved Employees who worked approximately 317,472 Pay Periods during this settlement period. [¶] Considering the strength of the case and the risks of further litigation, the Court views the Settlement Amount of \$6,175,000, as a result favorable for the Plaintiffs and finds the resolution fundamentally fair, adequate and reasonable resolution of disputed Private Attorneys General Act claims.” (Proposed Order, ¶¶ 2-3.) Moreover, they ask the court to approve the release language, the reasonableness of the individual settlement amounts, the settlement administrator, the notice to “aggrieved employees,” and to order defendants to comply with the affirmative relief in the Settlement Agreement and Consent Order. (Proposed Order, ¶¶ 4-11.) In addition, plaintiffs ask the court to review and approve attorney fees of \$1,677,500 to be divided among the five private firms involved in these consolidated/related actions.

No authority (other than PAGA) has been cited for such orders. The court routinely reviews settlement of class actions under the authority California Rules of Court, Rule 3.769 to ensure the fairness of the proposed settlement to the absent class members. The court also routinely reviews PAGA settlements pursuant to Labor Code section 2699 (s)(2)—“The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.”) Here, the settlement is comprised of several components including settlement of individual claims, which the court does not routinely review unless a disabled person is involved, and settlement of wage and nonwage claims, which are largely attributed to the Labor Commissioner’s action, for which no authority has been cited requiring court review. To the extent the settlement is attributed to claims made by the individual plaintiffs on behalf of all employees, it is unclear by what mechanism they are able to enter into such settlement, as it is reported that the class claims have been dismissed from the only case in which they were made.

Moreover, the court notes that although it appears these cases address overlapping periods and Labor Code theories, the following has not been addressed:

“No action may be brought under this section by an aggrieved employee ***if the agency . . . on the same facts and theories, cites a person within the timeframes set forth in Section 2699.3 for a violation of the same section or sections of the Labor Code*** under which the aggrieved employee is attempting to recover a civil penalty on behalf of the employee or others ***or initiates a proceeding pursuant to Section 98.3.***”

(Lab. Code, § 2699, subd. (l).)

The parties should be prepared to address whether the cases overlapped and the extent to which the Labor Commissioner’s complaint prohibits the other pending actions.

The settlement allocated to PAGA penalties is \$100,000.00. Absent authority to the contrary, it appears that this is the only portion of the settlement that must be reviewed by the court. The review below addresses that portion of the settlement only.

Merits

1. LWDA's Presence/Any Objections

"The proposed settlement shall be submitted to the [LWDA] at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (s)(2).) Proof of submission has been provided. Moreover, as the LWDA is a party and has signed the Agreement and Consent Decree, this factor raises no issues. In fact, the LWDA's participation in the settlement is likely best viewed as a persuasive factor in favor of it. (See *Haralson v. U.S. Aviation Services Corp.* (N.D. Cal. 2019) 383 F.Supp.3d 959, 973—"courts have taken into account LWDA's views, or lack thereof, on the settlement.")

2. Strength of Plaintiff's Case

PAGA provides that a "the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation," except for provisions in which a penalty is specifically provided. (Lab. Code § 2699(f)(2).) However, a court may "award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).)

Here, plaintiffs do not provide an estimate of the maximum civil penalties available under PAGA based on their case(s). Instead, they argue the reasonableness of the settlement in comparison to the entire settlement as a whole, arguing the allocation of approximately 1.6% of the gross settlement amount to PAGA penalties is reasonable. Other courts have used this as a touchstone as well, finding allocations of a similar percentage to be adequate. (See, e.g., *Haralson v. U.S. Aviation Services Corp.* (N.D. Cal. 2019) 383 F.Supp.3d 959, 972–973 [in this district, courts have raised concerns about settlements of less than 1% of the total value of a PAGA claim]; *Jennings v. Open Door Mktg., LLC*, (N.D. Cal. Oct. 3, 2018) 2018 WL 4773057, at *9; see also Cotter, 176 F. Supp. 3d at 940 [finding problematic, among other things, the "seemingly arbitrary reduction of [the PAGA] penalty to a miniscule portion of the settlement amount – \$ 122,250, which is less than one percent of the total"]; cf. *McLeod v. Bank of Am., N.A.* (N.D. Cal. Nov. 14, 2018) 2018 WL 5982863, at *4 [finding \$50,000 PAGA allocation for claims estimated at \$ 4.7 million – approximately 1.1 percent – adequate].)

In addition, before and concurrent with their negotiations, the parties completed depositions of Mr. Cisneros, Mr. Guzman, and two corporate PMQ deponents. Plaintiffs

obtained, through both formal and informal discovery, documents and information that allowed both sides to evaluate the potential exposure and potential risk, such as the operative employee handbook, policies and procedures related to the claims alleged in the operative complaints, Plaintiffs' personnel files, payroll and time records, and a sample of time and pay records for the aggrieved employees, and taking of multiple depositions on both sides. (Escobedo Decl., ¶ 29.) Armed with this information, plaintiffs argue this was a reasonable allocation because of the uncertainty the court would award the maximum possible relief. (See Lab. Code § 2699(e)(2).) In support, they point out that there was undisputed evidence that Alco remedied some of the alleged violations, including the central paid sick leave violation; that managing a case of more than 10,000 employees created uncertainty with respect to proving up the case; and that there would be an anticipated delay of several years to try the case. Finally, they point out that some courts have taken the view that a more robust settlement can justify a smaller PAGA settlement.

The court finds the amount of investigation and due diligence was adequate and counsel's explanations are persuasive. The PAGA settlement is fair, reasonable, and adequate.

3. Is the Settlement Genuine, Meaningful, and Consistent with the Statutory Purposes of PAGA to Benefit the Public?

Even with this said, pursuant to *Moniz v. Adecco USA, Inc. supra*, 72 Cal.App.5th 56, the court must assess the reasonableness of the PAGA settlement agreement with the following in mind: "Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. [Citations and fn. omitted.] We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate ***in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.*** . . ." (*Moniz, supra*, 72 Cal.App.5th at p. 77, emphasis added.)

Here, the settlement agreement requires Alco to provide non-monetary relief for the benefit of the aggrieved employees, including posting additional notices to employees about paid sick leave rights, minimum wage and travel time law and in-house training for managers and supervisors regarding wage and hour requirements. (Escobedo Decl., ¶ 38; Ex. 1 [Agreement], ¶ 10.1.2.) In addition, Alco agrees that the housing of H-2A employees constitutes a place of labor pursuant to Labor Code § 90, and to provide the Labor Commissioner's Office with free access to that housing. (Escobedo Decl., ¶ 38; Ex. 1 [Agreement], ¶ 10.1.1.) Alco agreed to a joint press conference with the Labor Commissioner's Office (Escobedo Decl., ¶ 38; Ex. 1 [Agreement], ¶ 10.1.3), suggesting that the settlement will be presented to the public and not shrouded under confidentiality.

provisions. Finally, Alco agreed to extend an offer to rehire plaintiff Guzman for a term of six months. (Escobedo Decl., ¶ 38; Ex. 1 [Agreement], ¶ 10.2.1.) These are concrete examples of how the settlement serves to remediate labor law violations.

The court finds the settlement to be genuine, meaningful, and consistent with the statutory purposes of PAGA to benefit the public.

4. Attorney's Fees and Costs (both Litigation Costs and Third-Party Settlement Costs)

Section 2699, subdivision (k)(1) provides in relevant part that any "employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fees" (*Attempa v. Redrazzani* (2018) 27 Cal.App.5th 809, 814, 829 [because the statute provides that a prevailing employee "shall be entitled" to recover attorney fees, such an award is a matter of right].) Further, successful PAGA plaintiffs are entitled to an award of reasonable costs. (*Id.* at p. 829; *Villacres, supra*, 189 Cal.App.4th at p. 578 ["If an employee prevails in a PAGA action, he or she is entitled to an award of reasonable attorney fees and costs."]; *Harrington v. Payroll Entertainment Services, Inc.* (2008) 160 Cal.App.4th 589, 594.) There really can be little doubt that plaintiff prevailed on the PAGA claims.

Plaintiffs ask for \$1,677,500.00 in attorney's fees. The entirety of this fee is surely not allocable to the PAGA settlement. Thus, the analysis offered is inapplicable. In any event, if the settlement, including the PAGA penalties, resulted largely from the lawsuit filed by the Labor Commissioner, it is unclear why any award should be given to the private attorneys.

The parties are directed to appear to discuss a continuance and how best to resolve these issues.