

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**23STCV13199**

**MARQUITA N WOOLDRIDGE vs AGVA, LLC**

March 6, 2026

10:30 AM

Judge: Honorable Theresa M. Traber

Judicial Assistant: A. He

Courtroom Assistant: F. Sims

CSR: None

ERM: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Hearing on Motion for Approval of Private Attorneys General Act Settlement

The matter is not called for hearing.

The parties submit on the Court's tentative ruling. The tentative ruling is adopted as the Court's final ruling.

The Motion for Approval of Private Attorneys General Act Settlement filed by Marquita N. Wooldridge on 02/11/2026 is Granted.

Plaintiff Marquita N. Wooldridge (Plaintiff) requests approval of a Private Attorneys General Act (PAGA) settlement between herself and defendant AGVA, LLC (Defendant). Plaintiff's operative Complaint alleges claims for PAGA penalties arising from violations of Labor Code Sections 201-204, 226, 226.7, 510, 512, 1194, 1197, and the applicable wage orders. (See Complaint, ¶ 11.)

**LEGAL STANDARDS**

**Procedural Requirements**

Under Labor Code section 2699(1)(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." (Lab. Code. §2699(1)(2); see Williams v. Superior Court (2017) 3 Cal.5th 531, 549 [noting in passing that "PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected."])

**Reasonableness of Settlement**

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PAGA was enacted to aid public agencies, which lack adequate funding, in enforcement of California's labor laws. Private persons suing under the PAGA do so as proxies of the state. (*ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 185 (Lawson).) Aggrieved employees suing under the PAGA are authorized to recover civil penalties, which advances a law enforcement function, designed to protect the public. (*Ibid.*, citing *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 (Arias) and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348 (Iskanian).) Labor Code §2699(1)(2) requires courts to "review and approve any settlement of any civil action filed pursuant to this part." The California Supreme Court explains that a PAGA claim is a form of a qui tam action. (*Iskanian, supra*, 59 Cal.4th 348, 382.)

As such, the Court looks to the standards for evaluating a qui tam settlement in assessing this settlement, that is, whether the settlement is "fair, adequate, and reasonable." (Cf. Cal. Govt. Code § 12652 [In a qui tam action a state or political subdivision may settle the action with the defendant notwithstanding the objections of the qui tam plaintiff if the court determines, after a hearing providing the qui tam plaintiff an opportunity to present evidence, that the proposed settlement is fair, adequate, and reasonable under all the circumstances].)

An application for approval of such a settlement must demonstrate that the proposed settlement is adequate, reasonable, and fair to all those affected by it. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Those affected by a PAGA settlement include: (1) the LWDA, who receives 75% of settlement funds (Lab. Code § 2699(i)) and is "bound by the outcome of the proceeding to adjudicate the employee's PAGA claim" (*Mejia v. Merchants Building Maintenance, LLC, supra*, 38 Cal.App.5th at p. 732); (2) the aggrieved employees, both party and non-party, who receive 25% percent of settlement funds and are, like the LWDA, bound by a PAGA action judgment (Lab. Code § 2699(i); *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985); (3) plaintiffs' counsel, who may be awarded "reasonable attorney's fees and costs" (Lab. Code § 2699(g)(1); and (4) the defendant who pays the settlement.

Assessing the fairness and adequacy of any settlement necessitates decision-making based on unknowns. In determining whether a settlement falls within the parameters of what may be considered reasonable, courts regularly rely on estimates of potential maximum values weighed against weaknesses of the claims. Other important indicia of fairness include arms'-length negotiations, experienced counsel, and an adequate investigation of the claims. But the potential value of the claims being settled is primary to any evaluation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.)

DISCUSSION

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The proposed settlement is for a gross amount of \$105,000.

1. Notice to the LWDA

Labor Code section 2699(1)(2) requires that the settlement be provided to the Labor Workforce Development Agency (LWDA) at the same time it is presented to the court.

Plaintiff's counsel submitted the latest form of the settlement to the LWDA on February 11, 2026. (Policastro Decl., ¶ 669, Ex. 12.) This requirement has therefore been met.

2. Fairness of the Settlement

a. Presumption of Fairness

Under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, a presumption of fairness exists where "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (Id. at 1802.)

The settlement has been reached through arm's-length bargaining. As the Court has previously observed, the parties engaged in a full-day mediation with a wage-and-hour mediator on May 2, 2025, pursuant to which they later accepted a mediator's proposal after engaging in informal discovery. Further, Plaintiff's counsel has ample experience in litigating PAGA actions like this one. The settlement is, thus, entitled to a presumption of fairness.

b. Breadth of Release

The release in the amended settlement agreement applicable to aggrieved employees reads:

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff Marquita N. Wooldridge, the state of California, and all Aggrieved Employees shall release the Released Parties from any and all claims and/or causes of action for PAGA penalties and other relief available pursuant to PAGA against the Released Parties that

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were pled or that could have been pled based on the facts asserted in the Operative Complaint and the PAGA Notice Letter dated April 4, 2023, including but not limited to any claims for (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code Sections 1194 and 1197; (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510, 1194, and 1198; (3) failure to authorize or permit meal periods or to provide meal period premiums in violation of Labor Code Sections 512 and 226.7; (4) failure to authorize or permit rest periods or to provide rest period premiums in violation of Labor Code Section 226.7; (5) failure to timely pay earned wages during employment in violation of Labor Code section 204; (6) failure to provide complete and accurate wage statements in violation of Labor Code Section 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code Sections 201, 202, 203, and 204; and (8) any and all claims arising out of the applicable Wage Orders.

(Policastro Decl., Ex. 1, § 5.)

This release is properly limited by the facts alleged in the Complaint and PAGA notice. The Court will approve this release.

**c. Amount of Attorney Fees and Costs**

The settlement provides for \$36,750 in attorneys' fees to Plaintiff's counsel, 35% of the gross settlement amount. The Court does not ordinarily approve more than a third (33.33%) of a settlement as attorney fees absent extenuating circumstances, and none appear to be present here. The Court will approve no more than \$35,000, one-third of the \$105,000 gross settlement amount.

Plaintiff's counsel requests \$18,326.36 in litigation costs incurred. (See Policastro Decl., ¶ 60, Ex. 2.) The prior issue with "Arbitration Access Fees" having now been resolved, these costs appear reasonably incurred and reasonable in amount, and the Court will approve them.

The settlement provides for \$5,490 in administration expenses to Apex Class Action LLC, which expenses appear reasonable. The Court will award these requested expenses.

**d. Gross Settlement Amount**

Per the settlement agreement, the \$105,000 settlement represents penalties for approximately 5,521 pay periods worked by approximately 269 employees. This is about \$19.02 per pay period and about \$390.33 per employee, prior to fees and costs. The Court is satisfied that the gross

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settlement amount is fair and reasonable under the circumstances.

e. Division of Civil Penalties

"[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees." (Former Labor Code § 2699(i).)

"Except as provided in subdivision (n), civil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees." (Current Lab. Code § 2699(m).) The 65-35 breakdown applies to civil actions filed after June 19, 2024. (Lab. Code § 2699(v)(1).) This action was filed on June 26, 2024.

The civil penalties in the settlement are properly divided according to the calculation applicable to a case filed prior to June 19, 2024.

f. Escalator Clause

The Court has considered Plaintiff's position on permitting Defendant to roll back the PAGA period to the time when 6,271 pay periods (the maximum of the escalator clause) were met, which was June 30, 2024. (See Policastro Decl., ¶ 69.) No objection having been received from the LWDA and this term being seemingly negotiated and triggered in good faith, the Court will approve the settlement with the PAGA period concluding on June 30, 2024.

g. Funding of Settlement

The settlement will be funded through a nonreversionary lump sum, to be paid within 30 days of the Court's entry of judgment on the settlement. (Policastro Decl., Ex. 1, §§ 1.11, 4.2.)

h. Service Award

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The settlement provides for a service award to Plaintiff of \$5,000. This is reasonable considering the amount of time and effort expended by Plaintiff in prosecuting this case. (See Wooldridge Decl., ¶¶ 7-8.) The Court will approve it.

Summary of Approved Monetary Terms

Attorney Fees: \$35,000.00 33.33%

Net Settlement Amount: \$41,183.64

To the LWDA: \$30,887.73 75%

To aggrieved employees: \$10,295.91 25%

Litigation Costs

\$18,326.36

Settlement Administration \$5,490.00

Service Awards to Plaintiff \$5,000.00

Total Settlement Amount: \$105,000.00 100%

CONCLUSION

For the foregoing reasons, the Court will APPROVE the settlement.

Non-Appearance Case Review Re: Final Report (PAGA Settlement) is scheduled for 03/08/2027 at 04:00 PM in Department 1 at Spring Street Courthouse. A final report regarding the disposition of settlement funds is due at least five court days before the Non-Appearance Case Review.

Plaintiff to give notice. Certificate of Service is attached.