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an individual and on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

CAYA RODRIGUEZ, as an aggrieved
employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

RAISING CANE'S USA, L.L.C., a California
limited liability company; RAISING CANE'S
RESTAURANTS, L.L.C., a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV11470

[Assigned for all purposes to the Hon. David
S. Cunningham III, in Dept. 11]

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT; DECLARATIONS OF
VEDANG J. PATEL, DAVID D.
BIBIYAN, PLAINTIFF, AND JODY
LAWRENCE IN SUPPORT THEREOF**

HEARING INFORMATION:

DATE: November 12, 2025

TIME: 10:00 a.m.

DEPT: 11

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

2 **PLEASE TAKE NOTICE** that on November 12, 2025 at 10:00 a.m., or as soon thereafter
3 as they may be heard in Department 11 of the Superior Court of the State of California for the
4 County of Los Angeles, Spring Street Courthouse, plaintiff Caya Rodriguez (“Plaintiff”), on behalf
5 of herself and all others similarly situated and allegedly aggrieved, will and hereby does move for
6 this Court for entry of an Order:

7 1. Preliminarily certifying the following settlement class (“Settlement Class,” “Settlement
8 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
9 formerly employed by defendants Raising Cane’s USA, L.L.C. as hourly-paid, non-exempt
10 employees in the State of California at any time during the period from August 26, 2018 through
11 May 22, 2023 (“Class Period”).

12 2. Preliminarily approving Plaintiff as Class Representative.

13 3. Preliminary approving David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C.
14 as Class Counsel.

15 4. Preliminarily approving payment of the Gross Settlement Amount of \$4,226,000.00.

16 5. Approving the form and content of the Notice of Class Action Settlement (“Class Notice”)
17 submitted herewith.

18 6. Appointing Phoenix Settlement Administrators (“Settlement Administrator”) to administer
19 the Settlement, including distribution of the Class Notice, as set forth in the Settlement Agreement.

20 7. Preliminarily approving the payment of not to exceed \$99,950.00 for settlement
21 administration to Phoenix Settlement Administrators from the Gross Settlement Amount.

22 8. Preliminarily approving a service award of not to exceed \$10,000.00 to the Plaintiff, in
23 consideration for her extensive efforts in prosecuting this case.

24 9. Preliminarily approving payment of reasonable attorneys’ fees to Class Counsel in the
25 amount of no more than thirty-five (35%) of the Gross Settlement Amount which amounts to
26 \$1,487,500.00.

10. Preliminarily approving reimbursement of Class Counsel’s costs in an amount, according to proof, not to exceed \$60,000.00.

11. “PAGA Members” means all persons currently or formerly employed by Raising Cane’s USA, L.L.C. as hourly-paid, non-exempt employees in the State of California at any time during the period from December 4, 2021 through May 22, 2023 (“PAGA Period”).

12. Preliminarily approving PAGA penalties in the amount of \$200,000.00, seventy-five percent (75%) or \$150,000.00 of which will be paid to the Labor and Workforce Development Agency (“LWDA”) out of the Gross Settlement Amount, and twenty-five percent (25%) or \$50,000.00 of which will be distributed to PAGA Members.

13. Entering an Order preliminarily approving the settlement consistent with the terms of the Settlement Agreement.

Good cause exists for granting this Motion in that the proposed settlement is fair, reasonable and adequate.

This Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiff, and Jodey Lawrence and exhibits attached thereto, arguments of counsel and upon such other materials contained in the file and pleadings of this action.

Dated: June 3, 2025

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

VEDANG J. PATEL
Attorneys for Plaintiff, CAYA RODRIGUEZ,
as an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys’ General Act of 2004

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Caya Rodriguez (“Plaintiff”), on behalf of herself and all others similarly situated
4 and allegedly aggrieved, hereby applies for preliminary approval of the proposed Joint Stipulation
5 of Class and PAGA Representative Action Settlement and Release (“Settlement,” “Agreement” or
6 “Settlement Agreement”) upon the terms and conditions set forth in the Settlement Agreement,
7 attached to the Declaration of Vedang J. Patel (“Patel Decl.”), attached as Exhibit “1.”

8 On August 26, 2022, Plaintiff filed with the Labor and Workforce Development Agency
9 (“LWDA”) a notice letter under the Private Attorneys’ General Act (“PAGA”) which stated that
10 Plaintiff intended to seek civil penalties against Raising Cane’s USA, L.L.C. (“Raising Cane’s”) and
11 Raising Cane’s Restaurants, L.L.C. (“Company” and with Raising Cane’s, “Defendants”) for
12 various violations of the California Labor Code and Industrial Welfare Commission Wage Orders
13 relating to alleged violations as to herself and other employees of Defendants (“PAGA Notice”). A
14 true and correct copy of the PAGA Notice is attached to the Patel Decl. as Exhibit “2.”

15 On August 26, 2022, Plaintiff filed a putative class action complaint in the Los Angeles
16 County Superior Court, entitled Caya Rodriguez v. Raising Cane’s USA, L.L.C., et al, Case No.
17 22STCV27956. On November 14, 2022, Defendants removed the action to the United States District
18 Court for the Central District of California (the “Federal Action”). On February 7, 2023, Plaintiff
19 filed a representative PAGA complaint in the Los Angeles County Superior Court, entitled Caya
20 Rodriguez v. Raising Cane’s USA, L.L.C., et al, Case No. 23STCV02673 (the “PAGA Action”).

21 On March 27, 2023, the Parties participated in a mediation with experienced mediator
22 Tripper Ortman, Esq. The mediation was unsuccessful. Thereafter, the Parties engaged in more than
23 (1) year of ensuing arms-length negotiations through the mediator, which resulted in the Settlement
24 Agreement. Prior to mediation, Plaintiff obtained, through informal discovery: (1) class data points,
25 including the number of weeks worked during the Class Period, the number of terminated/separated
26 Class Members in the waiting time penalty period, the number of allegedly aggrieved employees,
27 the number of hours worked, and the number of pay periods in the wage statement/PAGA Period;

1 (2) all policy documents related to the claims in the case; (3) Plaintiff's personnel file; (4) time and
2 payroll records for 100 of the employees during the PAGA period.

3 Plaintiff filed a motion for preliminary approval in the separate PAGA Action. The court in
4 the PAGA Action declined to approve the settlement on the grounds that the motion was filed in a
5 non-complex court. The Parties thereafter met and conferred. The Parties agreed to file a new class
6 action and PAGA complaint, encompassing all claims at issue, and file a new motion for preliminary
7 approval before the Court in the Los Angeles County Superior Court, complex department. Thus,
8 Plaintiff files this motion for preliminary approval.

9 Class Counsel had strong positions at mediation regarding the certifiability of Plaintiff's
10 claims, the merits thereof, the manageability of a trial, and the likelihood of recovering civil
11 penalties. Nevertheless, Plaintiff's counsel concluded, after considering the sharply disputed factual
12 and legal issues involved in this litigation, the risks associated with further prosecution, and the
13 substantial benefits to be received pursuant to the compromise and settlement of the lawsuit as set
14 forth in the Settlement Agreement, that settlement on the terms set forth herein is in the best interest
15 of Plaintiff, putative class members, the State of California, allegedly aggrieved employees, and
16 Defendants, and is fair, reasonable, and adequate.

17 **II. THE SETTLEMENT**

18 Subject to Court approval pursuant to Code of Civil Procedure section 382 and California
19 Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by agreement upon
20 the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy
21 of which is attached to the Patel Decl. as Exhibit "1" thereto. A summary of the terms of the
22 settlement are as follows:

23 Defendants will stipulate, for purpose of this settlement only, as follows:

- 24 • Certification of a class ("Settlement Class," "Settlement Class Members" or "Class
25 Members") defined as: all persons currently or formerly employed by Raising Cane's,
26 as hourly-paid, non-exempt employees in the State of California at any time during the
27 period from August 26, 2018 through May 22, 2023 ("Class Period").

- 1 • Defendants will pay \$4,226,000.00 (“Gross Settlement Amount”) to resolve the matter.¹
- 2 • The Settlement was negotiated based on Defendants’ representation that, as of the date
- 3 of mediation, Class Members worked approximately 1,070,180 Workweeks. If the data
- 4 reported to the Settlement Administrator for Class Period reflects an increase of more
- 5 than 5% of the 1,070,180 approximation (i.e., if there are more than 1,123,689
- 6 Workweeks worked by all Class Members during the Class Period), Defendants shall
- 7 have the option to: (a) increase the Gross Settlement Amount in proportion to the
- 8 increase in Workweeks (for example, if there is a 7% increase in the total number of
- 9 Workweeks worked by all Class Members, the Gross Settlement Amount shall increase
- 10 by 2% (i.e., \$84,520)) or (b) limit the end date of the Class Period (and PAGA Period)
- 11 so that the cumulative Workweeks do not exceed 1,123,689. Defendants have elected to
- 12 exercise their option under the Settlement Agreement to limit the end of the Class Period
- 13 (and PAGA Period) to May 22, 2023, so that the cumulative Workweeks do not exceed
- 14 1,123,689.
- 15 • Defendants will pay the employer’s share of payroll taxes separate and apart from the
- 16 Gross Settlement Amount.
- 17 • This is a non-reversionary settlement.
- 18 • Class Members will be paid their *pro rata* share of the class action settlement based
- 19 on the total number of Workweeks² worked during the Class Period.
- 20 • The Settlement Administration costs, estimated not to exceed \$99,950.00 will be paid
- 21 out of the Gross Settlement Amount.
- 22 • Class Counsel will apply for, and Defendants will not oppose, attorneys’ fees of up to
- 23 no more than thirty-five (35%) of the Gross Settlement Amount, which amounts to
- 24

25 _____

26 ¹ At the same time the Parties to this Settlement reached their agreement in principle to resolve the class and PAGA

27 claims that are the subject of this Motion, Class Counsel also negotiated settlements with Defendants on behalf of other

28 individuals Class Counsel represents in arbitrations filed against Defendants.

² “Workweek” means any workweek during the Class Period in which a Class Member worked for Raising Cane’s in California.

\$1,487,500 and actual costs, not to exceed \$60,000.00, all of which will be paid out of the Gross Settlement Amount.

- Class Counsel will apply for, and Defendants will not oppose, a service award of not to exceed \$10,000.00 for the Class Representative, which will be paid out of the Gross Settlement Amount.
- The “PAGA Members” means all persons currently or formerly employed by Raising Cane’s as hourly-paid, non-exempt employees in the State of California at any time during the period from December 4, 2021 through May 22, 2023 (“PAGA Period”).
- Defendants have agreed to pay PAGA penalties in the amount of \$200,000.00, seventy-five percent (75%) or \$150,000.00 of which will be paid to the Labor and Workforce Development Agency (“LWDA”) out of the Gross Settlement Amount, and twenty-five percent (25%) or \$50,000.00 of which will be distributed to PAGA Members.
- For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Controller of the State of California to be held by the Unclaimed Property Fund in the name of the individual to whom the uncashed check was addressed.

III. THE TWO-STEP APPROVAL PROCESS AND THE PRESUMPTION OF FAIRNESS

Any settlement of class litigation must be reviewed and approved by the Court. (*See* Cal. Rules of Court, rule 3.769). This is done in two steps: (1) an early (preliminary) review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (*See id.*). Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that the negotiations were conducted in good faith. (Newberg on Class Actions, § 11.51; *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation* (N.D. Cal. May 17, 2017) No. 16-cv-00295, 2017 WL 2214655, quoting *United States*

1 v. *Oregon* (9th Cir. 1990) 913 F.2d 576, 580.). Here, the Settlement negotiations were conducted
2 in good faith.

3 **IV. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS**

4 A notice of settlement of a class action “must contain an explanation of the proposed
5 settlement and procedures for class members to follow in filing written objections to it and in
6 arranging to appear at the settlement hearing and state any objections to the proposed settlement.”
7 (Cal. Rules of Court, rule 3.769, subd. (f).) Attached to the Patel Decl. as Exhibit “1” thereto is the
8 Settlement Agreement between the Parties. Attached to the Settlement Agreement as internal Exhibit
9 “A” is the proposed Class Notice to be distributed to Class Members in English and Spanish. The
10 proposed Class Notice satisfies these requirements. Additionally, the Class Notice provides the
11 specific amount the Class Members and PAGA Members will receive, respectively, and how those
12 amounts are calculated.³ The Parties respectfully request that this Court approve the above-
13 referenced Class Notice and dissemination of the Class Notice to the Class Members, consistent with
14 the manner and timing as set forth in the Settlement Agreement. The Parties have agreed to use
15 Phoenix Settlement Administrators, an experienced settlement administrator, to administer the
16 Settlement.

17 **V. THE SETTLEMENT IS FAIR AND REASONABLE BASED UPON**
18 **OBJECTIVE EVIDENCE**

19 **A. The Settlement was Negotiated at Arm’s-Length and is not Collusive**

20 The Settlement that has been reached, subject to this Court’s approval, is a product of
21 substantial efforts by Class Counsel. The Settlement was reached after extensive factual and legal
22 investigation and research; substantial negotiation regarding the scope of informal discovery; an
23 exchange of documents and information that included review of time and pay records and analysis
24 thereof with the aid of Plaintiff and expert consultants; interviews with tens of Class Members; an
25 analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the

26 _____
27 ³ Exhibit 1 to the Patel Decl. provides placeholders for these amounts, which will be populated by the Settlement
28 Administrator prior to mailing after the Settlement Administrator receives the relevant Class Member and PAGA
Member data from Defendants following a Preliminary Approval Order from this Court as specified in paragraphs 77
and 79 of the Settlement Agreement.

1 number of pay periods and number of PAGA Members in the PAGA Period for calculating PAGA
2 penalties, number of Class Members eligible for wage statement penalties and waiting time
3 penalties; an analysis of Plaintiff's employment records; extensive correspondence and
4 communication between counsel; a review of pleadings, evidence and rulings in similar actions
5 litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the
6 country; and preparation for and attendance at a full-day session of mediation, followed by more
7 than one (1) year of further discussions and coordination to finalize the terms and conditions of the
8 general settlement parameters agreed to by the Parties.

9 While Class Counsel believe in the chance of success of certifying the claims, Class Counsel
10 recognized the potential risk, expense and complexity posed by further litigation. Moreover,
11 litigating Plaintiff's claims in this Litigation — claims that involve approximately 28,243 Class
12 Members during the Class Period — would require enormous preparation and discovery, and
13 ultimately would involve the deposition and presentation of numerous more witnesses (including
14 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
15 expert reports. Therefore, should litigation have progressed any further, there would have been
16 significant expense incurred by each side (above and beyond the expense already incurred).

17 **B. The Settlement Amount is Well Within Range of Reasonableness**

18 The settlement amount reached in this case provides significant recovery to Class Members
19 and PAGA Members, and easily falls within the range of reasonableness. Based on documents and
20 information provided by Defendants, Class Counsel understand there are approximately 1,123,689
21 Workweeks during the Class Period.

22 **1. Unpaid Wages for Failure to Pay Off-the-Clock Work**

23 Class Counsel theorized at the mediation, based on Plaintiff's and Class Members'
24 narrative evidence, that Defendants' practices during the Class Period resulted in off-the-clock
25 work. Based upon interviews conducted with Plaintiff and Class Members, Class Counsel
26 theorized that Class Members spent time off-the-clock because they were required to wait in line
27 to clock in for their shifts, undergo Covid-19 screenings i.e., filling out questionnaires from their
28

1 personal cell phones before starting their shift, perform post-shift duties, and walk to and from
2 meal breaks while under Defendants' control. Class Counsel theorized that cumulatively these
3 practices resulted in unpaid overtime and minimum wages for which Class Members are owed
4 compensation.

5 Class Counsel advanced a theory that all Class Members worked off-the-clock for an
6 estimate of 3 minutes each shift throughout the Class period, without pay. Class Counsel
7 understand from the data provided and analyzed by expert data consultants that there were
8 3,573,327 shifts during the Class Period, 7% of shifts worked were over 8 hours, and that Class
9 Members were paid an average of \$13.50 per hour. Thus, one theory advanced by Class Counsel
10 resulted in Defendants' exposure for unpaid overtime wages due to failure to track and pay for all
11 time worked is \$253,259 (0.05/hr x \$13.50/hr x 1.5 OT rate x 3,573,327 shifts x 0.07 shifts over
12 8 hrs). Additionally, Class Counsel theorized Defendants' exposure for unpaid minimum wages
13 is \$4,486,312 (0.05/hr x \$13.50/hr x 2 liquidated damages x 3,573,327 shifts x 0.93 shifts under 8
14 hrs). Thus, Class Counsel theorized Defendants' total exposure for failure to pay for all time
15 worked is **\$4,486,312**.

16 Class Counsel understand from the mediator and the mediation process that Defendants
17 made the following defenses in connection with this claim: Defendants contend that their policies
18 specifically prohibit off-the-clock work. Defendants contend that they did not require Class
19 Members to work off-the-clock and, rather, they were paid for all time suffered or permitted to work.
20 Defendants also state that they provided numerous computers for Class Members to clock in and
21 out, and therefore they would not have to wait in line. Defendants also argued that the time it took
22 to go through Covid-19 screenings was non-compensable and was only in place during a small
23 portion of the Class Period. Finally, Defendants contend that any allegations that Class Members
24 were required to be under Defendants' control while off-the-clock would necessitate an
25 individualized inquiry into when and why such control was allegedly exerted over Class Members,
26 making this claim not subject to class treatment and any trial in this litigation unmanageable. Thus,
27 Defendants contend that no damages can be recovered here, and, even if, *arguendo*, they could, an
28

1 estimate of five (5) minutes of unpaid work off-the-clock of Class Members for every single shift
2 during the Class Period is an exaggeration of time spent working off-the-clock if any such time was
3 spent. Finally, Defendants submitted that Class Members signed valid arbitration agreements, and
4 thus no class action is even tenable here.

5 **2. Recovery of Damages for Non-Compliant Meal Periods**

6 Class Counsel theorized, based on the narrative evidence of Plaintiff and Class Members, as
7 well as documents produced by Defendants, that Defendants' meal period policies and practices
8 throughout the Class Period were non-compliant. Class Counsel theorized that Defendants' policies
9 did not inform Class Members that they are entitled to meal periods. Class Counsel theorized
10 Defendants' practices were non-compliant in various respects, including due to the interrupted meal
11 periods, lack of a suitable break room, and missed or short meal periods. However, Defendants did
12 provide some meal period premiums throughout the Class Period.

13 Class Counsel understands from the documents produced by Defendants and analyzed by
14 expert data consultants that there were 2,189,408 meal period eligible shifts during the Class Period
15 through the date of mediation. Thus, one theory advanced by Class Counsel, based upon a 20%
16 violation rate, resulted in Defendants' liability for unpaid meal premiums of **\$5,911,401** [$\$13.50/\text{hr}$
17 $\times (2,189,408 \text{ unique meal period violations} \times .20)$].

18 Class Counsel understand from the mediator and the mediation process that Defendants
19 make the following defenses in connection with this claim: Defendants contend that they have
20 compliant meal period practices. Defendants contend that Class Members took timely and full
21 meal periods. Defendants contend that their policies require their employees to take timely and
22 full meal periods. Defendants point to the thousands of meal period premiums paid as evidence
23 of their compliant policies. Defendants also contend that many Class Members signed valid meal
24 period waivers, thereby further reducing Defendants' potential liability. Defendants further
25 contend that any instance of a Class Member failing to take a compliant meal period was
26 voluntary, in violation of their meal period policies, would necessitate an individualized inquiry
27 and would not lend itself to a manageable trial. Finally, Defendants contend that Class Members
28

1 signed valid arbitration agreements, and thus no class action is even tenable here. Thus,
2 Defendants contend that *no* monies are owed for this claim but, even if any amounts were due, the
3 amount calculated by Class Counsel is excessive.

4 **3. Recovery of Damages for Non-Compliant Rest Periods**

5 Class Counsel theorized at mediation, based on Plaintiff's narrative evidence, that Class
6 Members did not receive compliant rest periods throughout the Class Period based on many of the
7 reasons stated above for meal period violations, including that they were cut short due to lack of a
8 break area and were just not provided in many instances. Class Counsel understand that Defendants'
9 policy on rest periods does not state that Class Members may leave the premises. Notably, no rest
10 period premiums were paid during the Class Period through the date of mediation. One calculation
11 performed by Class Counsel resulted in, with a 20% violation rate for rest-eligible shifts, of
12 **\$8,466,387** (\$13.50/hr. x 3,135,699 shifts x 0.20 violation rate).

13 Class Counsel understand from the mediator and the mediation process that Defendants
14 make the following defenses in connection with this claim: Defendants contend that they have
15 compliant rest period policies and practices and that their policies require their employees to take
16 timely and full rest breaks. Defendants contend that Class Members took timely and full rest breaks
17 or received the required rest period premium for each instance of rest period violations. Defendants
18 further contend that any instance of a Class Member failing to take a compliant rest period was
19 voluntary and therefore would necessitate an individualized inquiry and would not lend itself to a
20 manageable trial. Finally, Defendants contend that Class Members signed valid arbitration
21 agreements, and thus no class action is even tenable here. Thus, Defendants contend that *no* monies
22 are owed for this claim but, even if any amounts were due, the amount calculated by Class Counsel
23 is excessive.

24 **4. Failure to Reimburse Business Expenses**

25 Class Counsel theorized that Defendants failed to indemnify Class Members for business
26 expenses because Defendants required Class Members to pay for their uniforms and use their
27 personal cellphones for work-related purposes. Class Counsel theorized, based on Plaintiff's and
28

1 Class Members' narrative evidence, that every Class member was required to wear the uniform
2 which included, specific colors of undershirts underneath the Raising Cane's polo or tailored
3 shirts; non-slip shoes, and belts. No uniform pieces other than the shirts with the Raising Canes
4 logo and hats were provided. New employees were only given one shirt and one hat. Due to the
5 nature of the work, additional uniform pieces needed to be purchased. Class Counsel theorized
6 that each Class Member spent at least \$25 on purchasing additional uniform items, amounting to
7 at least \$706,075 (28,243 Class Members × \$25.00).

8 Class Counsel also theorized that Plaintiff and the putative Class Members were required
9 to use their personal cell phones to download an app, complete the COVID questionnaire, make
10 corrections to their timesheets, and sign employment-related documents. Plaintiff mentioned that
11 she was contacted at least twice a week on her personal cell phone by her supervisors. Defendants
12 did not provide any reimbursements for the cell phone usage. Thus, Class Counsel theorized a
13 conservative estimate of \$3 per week for cell phone usage, which amounts to at least \$5,350,900
14 (\$3 x 1,070,180 workweeks). Altogether, Plaintiff's damages for reimbursements amount to
15 **\$3,916,615.**

16 Class Counsel understand from the mediator and the mediation process that Defendants
17 make the following defenses in connection with this claim: Defendants contend that Class Members
18 are not owed compensation for their uniform because they are provided with an adequate number
19 of uniform pieces at no charge. Defendants contend that there is no requirement that Class Members
20 be compensated for work shoes, citing *Townley v. BJ's Restaurants, Inc.* (2019) 37 Cal.App.5th
21 179, as well as the federal OSHA regulations that expressly exempt employers from reimbursing
22 employees from non-specialty shoes which the employer permits to be worn off the job site.
23 Defendants further contend that they did not require Class Members to use their cell phones for
24 work-related purposes and that Class Members used cell phones solely for personal use or
25 convenience. Defendants also contend that they reimbursed all employees for all expenses incurred
26 in furtherance of work. Finally, Defendants contend that Class Members signed valid arbitration
27 agreements, and thus no class action is even tenable here. Thus, Defendants contend that no monies
28

1 are owed under this claim.

2 **5. Wage Statement Violations**

3 Class Counsel theorized that Class Members are entitled to recover penalties for
4 Defendants' alleged failure to issue compliant wage statements under Labor Code section 226,
5 subdivision (e), because shifts involved off-the-clock work that was not included on wage
6 statements. Further, many shifts included meal period and rest period violations for which
7 premiums were not paid. Furthermore, there were different pay rates such as shift differentials for
8 working the late-night shift. The plaintiff discovered entries on wage statements that show
9 "Overtime Premium Hours" worked but no rate as to which those hours were paid. Thus,
10 Defendants are liable for wage statement violations for each pay period. Class Counsel understand
11 from the data provided by Defendants that there were 339,285 pay periods in the wage statement
12 liability period. Thus, Class Counsel theorized Defendants' maximum exposure for wage
13 statement violations, assuming a 20% violation rate, would be **\$8,482,125** (339,285 pay periods
14 in the wage statement period x \$100 penalty x 0.25).

15 Class Counsel understand from the mediator and the mediation process that Defendants
16 make the following defenses in connection with this claim: Defendants contend that the wage
17 statements issued to the employees fully complied with Labor Code section 226. Defendants
18 contend that because they believe no wages are unpaid, there can be no derivative penalties.
19 However, Class Counsel also understand the risks inherent in this claim if the above claims were
20 not certified. Class Counsel also had to factor in, and did factor in, the risk that a Court would find
21 there was no injury to Class Members even if the wage statements were inaccurate or that
22 Defendants' conduct was not intentional, both of which are requirements of Labor Code section
23 226 before penalties can issue. Class Counsel also note that the calculation used does not consider
24 the first pay period violation only being \$50 and the fact that all Class Members did not work all
25 pay periods. Finally, Defendants contend that Class Members signed valid arbitration agreements,
26 and thus no class action is even tenable here.

27 **6. Waiting Time Penalties**

1 Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory
2 period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of
3 wages as waiting time penalty for not being paid all wages due upon separation of employment.
4 Class Counsel theorized at mediation, based on relevant documents provided by Defendants, that,
5 under Labor Code section 203, Defendants are liable to pay each Class Member, who was terminated
6 during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure
7 to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages
8 due. Since the Supreme Court's decision in *Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal. 5th
9 93 (2022), penalties may be accrued for unpaid premiums. Class Counsel understands from
10 documents provided by Defendants that there were 19,637 separated employees during the relevant
11 statutory period. Thus, Class Counsel theorized Defendants' maximum exposure, assuming a 20%
12 violation rate, for this claim to be **\$12,724,776** (19,637 separate Class Members x \$13.50/hr. x 8 hrs
13 x 30 days x .20).

14 Class Counsel understand from the mediator and the mediation process that Defendants
15 contend that there is no credence to Plaintiff's off-the-clock theory; thus, a good faith dispute exists
16 precluding any waiting time penalties based on that theory. Additionally, Defendants contend that
17 their actions were not "willful" and therefore waiting time penalties cannot be awarded. Finally,
18 Defendants contend that Class Members signed valid arbitration agreements, and thus no class
19 action is even tenable here. Thus, Defendants contend that no waiting time penalties are owed.

20 **7. FCRA/ICRAA/CCRAA Violations**

21 Class Counsel theorized at mediation, based on documents produced by Defendants, that
22 Defendants failed to provide a compliant disclosure form in obtaining Class Members' background
23 and credit history because Defendants did not identify the consumer report that will be used, identify
24 the specific basis for the use of the report, inform Class Members of their credit report score, nor
25 provide an option for the Class Member to receive a copy of their report, thereby violating the Fair
26 Credit Reporting Act ("FCRA"), Investigative Consumer Reporting Agency Act ("ICRAA") and
27 California Consumer Credit Reporting Agencies Act ("CCRAA"). In a class action, the ICRAA
28

1 permits recovery of actual damages (See Civ. Code, § 1786.50). The penalty for violating the FCRA
2 can be as low as \$100 and as high as \$1,000 per violation (See 15 U.S.C. § 1681n, subdivision
3 (a)(1)(A).).

4 Based on Defendants' defenses, one theory advanced by Class Counsel was to attribute
5 statutory damages of \$100 per Class Member as a reasonable estimate of potential damages that
6 may be recovered in light of Defendants' defenses. Class Counsel understand, based on the
7 information provided by Defendants, that there were 27,243 Class Members on whom a background
8 check was performed. Thus, one theory advanced by Class Counsel at mediation was **an exposure**
9 **of \$2,724,300 as a reasonable analysis of Defendants' exposure** (\$100 statutory damages x 27,243
10 Class Members).

11 Class Counsel understand from the mediator and the mediation process that Defendants
12 contend all background checks and credit checks were compliant with the FCRA, ICRAA and
13 CCRAA. Defendants contend that the FCRA, ICRAA, and CCRAA were not violated because the
14 disclosure was clear and conspicuous. They further contend that the purported violations were not
15 willful and, thus, no penalties are owed. Defendants further contend that each of these claims
16 mandate a required, separate statute of limitation and, as such, Plaintiff cannot certify a class based
17 on these claims. Finally, Defendants contend that Class Members signed valid arbitration
18 agreements, and thus no class action is even tenable here. Thus, Defendant contends that *no* monies
19 are owed in connection with these claims.

20 **8. PAGA Penalties**

21 Class Counsel understand from the time and payroll data provided by Defendants that there
22 were 339,285 pay periods in the PAGA Period. Plaintiff's claims in the Action under PAGA are
23 substantially similar to those described herein. PAGA penalties include penalties for initial
24 violations and subsequent violations. Defendants contend that only initial violation rates may be
25 used instead of the subsequent violation rates initially used by Class Counsel. With this in mind
26 and because Class Counsel through investigation and discovery did not come to the conclusion
27 that Defendants were ever notified by any governmental entity that they violated any Labor Code
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1 sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure
2 model for Defendants to include only initial violation rates.

3 While Class Counsel are informed and believe that reasonable minds differ with regard to
4 calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendants'
5 maximum exposure in PAGA penalties as follows:

6 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
7 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
8 violations, and a violation every single pay period for every PAGA Member, this amounts to a
9 maximum exposure of \$16,964,250 (339,285 pay periods x \$50).

10 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
11 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
12 rate for all violations and a violation every single pay period for every PAGA Member, this
13 amounts to a maximum exposure of \$33,928,500 (339,285 pay periods x \$100).

14 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
15 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
16 violations and a violation every single pay period for every PAGA Member, this amounts to a
17 maximum exposure of \$16,964,250 (339,285 pay periods x \$50).

18 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
19 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
20 violations and a violation every single pay period for every PAGA Member, this amounts to a
21 maximum exposure of \$16,964,250 (339,285 pay periods x \$50).

22 e. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
23 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
24 at separation of employment, a 100% violation rate would likely include just one violation per
25 employee. The data produced by Defendants indicate that there were 10,234 PAGA Members
26 whose employment was separated during the PAGA Period. This amounts to a maximum exposure
27 of \$1,023,400 (10,234 Aggrieved Employees x \$100).

1 f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
2 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
3 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
4 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
5 for all violations and a violation every single pay period for every PAGA Member, this amounts
6 to a maximum exposure of \$33,928,500 (339,285 pay periods x \$100).

7 g. Failure to Reimburse Business Expenses: Labor Code section 2699 would be the
8 appropriate penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
9 an initial violation and \$200 for each subsequent violation. Using *only* the initial pay penalty of
10 \$100 for all violations, and a violation every pay period for each PAGA Member, this amounts to
11 exposure of \$33,928,500 (339,285 pay periods x \$100).

12 h. Conclusion: In sum, Class Counsel calculated Defendants' total maximum
13 exposure for PAGA violations if the Court were to find a 100% violation rate for every PAGA
14 Member for every pay period and not exercise its discretion to reduce any of those penalties to be
15 \$153,701,650. Class Counsel understand from the mediator and the mediation process that
16 Defendants make the following defenses in connection with this claim: Defendants contend that
17 no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure
18 calculated by Class Counsel is vastly overstated. First, Defendants contend that PAGA penalties
19 cannot and should not be stacked. Second, Defendants contend that individualized issues
20 predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendants deny
21 that a violation for each pay period can be established. Fourth, Defendants contend that a Court is
22 unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no
23 conduct shown by Plaintiff that would show any Labor Code violation by Defendants is knowing
24 and intentional. Moreover, in this Action where class action damages are available to Class
25 Members, rendering an award of PAGA penalties in addition to class action damages would be a
26 double recovery and result in confiscatory penalties under the facts of this case.

27 Class Counsel maintain that it is possible to recover the subsequent violation rate for
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1 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
2 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 95% discount of this
3 claim to be reasonable, resulting in a valuation of **\$7,685,082** as a reasonable estimate of the
4 likelihood of what Plaintiff may recover at trial for PAGA penalties (\$153,701,650 x .05).

5 **8. Conclusion**

6 When including derivative penalties, such as waiting time penalties, wage statement
7 violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' maximum
8 exposure to be approximately **\$52,700,573**. In all, Class Counsel obtained a Gross Settlement
9 Amount of **\$4,226,000**. Particularly in light of the risks involving obstacles to class certification,
10 all issues and risks related to liability, the issues with manageability at trial, the discretionary
11 nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate
12 settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and
13 adequate, and in the best interest of Class Members.

14 Moreover, \$200,000.00 of the Gross Settlement Amount is attributed to PAGA penalties.
15 This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the
16 fact that damages and statutory penalties are available for the failure to pay wage claims while
17 only civil penalties are available for the PAGA claims; (2) the risk that the Court may exercise its
18 discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion
19 to not award the full amount of PAGA penalties available; and (4) the risk that the Court may
20 decline to award any PAGA penalties at all in light of the fact that damages are available for Class
21 Members and it may find any further liability against Defendants unnecessarily confiscatory.

22 **VII. THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

23 Class Counsel seek an attorneys' fee amount of no more than thirty-five (35%) of the Gross
24 Settlement Amount, which amounts to \$1,487,500. Class Counsel also seek reimbursement of costs
25 not to exceed \$60,000. The requested fees fall well within the historical range of attorney's fees
26 awards under the common fund theory, which is generally from 25% to 50%. The requested fee is
27 fair compensation for undertaking complex, risky, expensive and time-consuming litigation on a
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1 contingent fee basis. Thus, the Court should preliminarily approve the requested attorneys' fees and
2 costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the
3 case and the great risks undertaken by Class Counsel. The requested attorneys' fees will not be
4 opposed by Defendants and are well within established guidelines.

5 **VIII. THE REQUESTED ENHANCEMENT AWARD TO THE NAMED**
6 **PLAINTIFF AND CLASS REPRESENTATIVE IS REASONABLE**

7 Plaintiff is entitled to an enhanced award for her service as class representative, for
8 answering extensive questions by Class Counsel, for being available and answering questions during
9 mediation, for the risks in being the named plaintiff and for providing Defendants with a more
10 expansive release of claims, including a waiver based upon California Civil Code section 1542, in
11 exchange for the enhancement award. Defendants do not oppose the requested enhancement to
12 Plaintiff. Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel
13 seeks an extremely limited enhancement of not to exceed \$10,000.00 to the Plaintiff for her services.

14 **IX. CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES**

15 **A. The Class should be Preliminarily Certified**

16 In California, there are two certification prerequisites: (1) the existence of an "ascertainable
17 class;" and (2) "a well-defined community of interest in the questions of law and fact involved
18 affecting the parties to be represented." (*Sotelo v. MediaNews Group, Inc.* (2012) 207 Cal.App.4th
19 639, 647.) To certify a class, the party advocating class treatment must demonstrate: (1) a numerous
20 class; (2) predominant common questions of law or fact; (3) class representatives with claims or
21 defenses typical of the class; and (4) class representatives who can adequately represent the class."
22 (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.*
23 (2012) 53 Cal.4th 1004, 1021.) Each of the criteria for class certification is satisfied in this instance:

24 **1. Ascertainability** – "Ascertainability" is a due process requirement that
25 ensures it is possible to decide who will be bound by the judgment (*res judica* effect). The
26 determination is made by examining the class definition and the size of the class. Here, the Class
27 Members definition (*i.e.*, all persons currently or formerly employed by Raising Cane's, as hourly-

1 paid, non-exempt employees in the State of California at any time during the Class Period) is derived
2 from the operative complaint, which complains of alleged violations of Labor Code sections that
3 are chiefly and, in some instances, solely applicable to non-exempt employees. There is no difficulty
4 ascertaining who is a Class Member based on the above-described definition as it is readily apparent
5 to all involved who is a non-exempt employee who worked in California for Raising Cane's during
6 the Class Period based solely from Defendants' payroll records, which amounts to approximately
7 28,243 persons.

8 **2. Numerosity** – According to the California Supreme Court, a putative class is
9 sufficiently numerous to achieve the numerosity requirement if their joinder is impracticable and
10 thus substantial benefits accrue both to litigants and the courts if the action proceeds as a class action.
11 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435, 446.) Numerosity is presumed satisfied if
12 there are forty (40) putative class members. (*Miri v. Dillon* (E.D. MI 2013) 292 F.R.D. 454, 461.)
13 However, as few as 10 class members has been found sufficient. (*See, e.g., Bowles v. Sup. Ct.* (1955)
14 44 Cal.2d 574.) Class Counsel understand from documents provided that Defendants identified at
15 least 28,243 Class Members. That is sufficiently numerous to establish the numerosity requirement.

16 **3. Commonality** – California law also requires that “questions of law or fact
17 common to the class [be] substantially similar and predominate over the questions affecting the
18 individual members.” (*In re Steroid Hormone Product Cases* (2010) 181 Cal.App.4th 145, 153.)

19 This Litigation is brought to resolve common issues that include whether Defendants failed
20 to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal and
21 rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or
22 interrupted meal or rest periods, among other claims as set forth above.

23 **4. Typicality** – Typicality requires only that the named plaintiff's interests in
24 the action be significantly similar to those of other class members. (*Williams v. Sup. Ct.* (2013)
25 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)
26 Plaintiff's claims are typical of those of other Class Members as Plaintiff: (1) was a non-exempt
27 employee like other Class Members; (2) complains of not being paid for all time under
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1 Defendants' control or suffered and/or permitted to work for Defendants; (3) did not receive full
2 premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive
3 premium pay for rest periods that were not provided, among others as set forth above.

4 **5. Adequacy of Representation** - To maintain a class action, the representative
5 plaintiff must adequately protect the interests of the class. (*Williams v. Sup. Ct.* (2013) 221
6 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)
7 Adequacy of representation consists of two components. First, there must be no disabling conflicts
8 of interest between the class representatives and the class. Second, the class representative must be
9 represented by counsel who are competent and experienced in the kind of litigation to be undertaken.
10 (*See McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450; *accord In re Juniper Networks, Inc.*
11 *Securities Litigation* (N.D. Cal. 2009) 264 F.R.D. 584, 590.) Both criteria are met in this instance:

12 **(i) No Disabling Conflict of Interest Exists Between the Class**
13 **Representative and the Class**

14 No conflicts, disabling or otherwise, exists between Plaintiff and Class Members because
15 Plaintiff alleges to have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiff was
16 classified as a non-exempt, hourly-paid employee, not paid premium pay, etc.) and thus has the
17 incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

18 **(ii) Class Counsel are Experienced Class Action Attorneys**

19 As set forth in the Declarations of Class Counsel, Class Counsel in this matter consist of
20 experienced class action attorneys, have been appointed as class counsel in other class actions and
21 have a successful "track record" in litigating class actions.

22 **6. Superiority of Class Action** - Also relevant to the Court's certification
23 decision is whether a class action is the superior method of adjudication. (*Brinker Restaurant Corp.*
24 *v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)

25 It deals with common issues that are most efficiently adjudicated together, as indicated
26 above. Moreover, with at least 28,243 Class Members, presentation of all of them before this Court
27 may be problematic, impractical, and burdensome. On the contrary, a class action allows claims of
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1 many individuals to be resolved at the same time, eliminates the possibility of repetitious litigation
2 and affords small claimants with a method of obtaining redress for claims which otherwise would
3 be too insufficient to warrant individual litigation.

4 **7. Conclusion** – Thus, because this class action meets all criteria for
5 certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement
6 purposes, it should be certified for purposes of effectuating this settlement.

7 **X. CONCLUSION**

8 Therefore, the Plaintiff requests the Court grant preliminary approval of the proposed
9 settlement.

10 Dated: June 3, 2025

BIBIYAN LAW GROUP, P.C.

12 */s/ Vedang J. Patel*

13 _____
14 VEDANG J. PATEL
15 Attorneys for Plaintiff, CAYA
16 RODRIGUEZ an individual and on behalf
17 of all others similarly situated and
18 aggrieved