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individually, and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

PAUL BELL, individually, and on behalf of others similarly situated,

Plaintiff,

vs.

ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendant.

Case No. 25CV-0672

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date:
Time:
Dept.: 2
Judge: Hon. Craig B. Van Rooyen

[Filed and served concurrently with Declaration of Bruce Weisenberg in Support of Motion for Approval of PAGA Settlement and (Proposed) Order]

TO THE COURT AND TO DEFENDANT AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on _____ at _____ a.m. or as soon thereafter as the matter can be heard in Department 2 of the San Luis Obispo County Superior Court, located at 1050 Monterey Street, San Luis Obispo, Plaintiff Paul Bell will, and hereby does, move this Court for entry of an order and judgment approving Plaintiff's Settlement with Defendant Enterprise Rent-a-Car Company of Los Angeles, LLC under California's Private Attorneys General Act of 2004 ("PAGA"), awarding Plaintiff's Counsel attorneys' fees of $304,334.42 and litigation costs of $6,452.98, and approving Settlement Administration Costs not to exceed $25,000.00.

This motion is based on the fact that the proposed Maximum Settlement Amount of $913,003.28 is fair, reasonable and adequate, will provide genuine and meaningful relief and will fulfill PAGA's purpose to benefit the public.

This motion is based upon this notice, the attached Memorandum of Points and Authorities, the Declaration of Bruce Weisenberg and exhibits thereto, the complete files and records of this case, and any other evidence or oral argument which may be considered by the Court at the time of the hearing.

Respectfully submitted,

WEISENBERG LAW

Dated: October 2, 2026

By: _____
Bruce Weisenberg
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698 *et seq.*, Plaintiff Paul Bell ("Plaintiff") seeks court approval of the settlement of his action with Defendant Enterprise Rent-a-Car Company of Los Angeles, LLC ("Defendant" or "Enterprise").[1]

Plaintiff alleges that Defendant violated several Labor Code sections, including those regarding meal and rest breaks, minimum and overtime wages, maintaining required records, wage statements, expense reimbursements and separation pay. The "PAGA Period" means July 15, 2024, through December 19, 2026. Weisenberg Decl., Ex. 4, Page 4, Line 13. The Settlement resolves all claims for civil penalties based on the alleged Labor Code violations on behalf of all persons employed by Defendant in California during the PAGA Period.

Under the terms of the Settlement, Defendant will pay $913,003.28 to settle Plaintiff's PAGA claims. Weisenberg Decl., Ex. 4, Page 7, Lines 13-16. The Settlement provides for reasonable attorneys' fees, litigation costs, and settlement administration costs, as detailed in Sections III and V below. The Maximum Settlement Amount of $913,003.28 is significant enough to deter Defendant from future violations and provides a substantial benefit to the State of California. The PAGA Fund will be allocated 65% to the LWDA and 35% to Settlement Members, as detailed in Section III below. Accordingly, Plaintiff requests that the Court approve the Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties

Defendant operates rental car locations in Southern California and in the Central Coast region, including in San Luis Obispo County. Weisenberg Decl., ¶ 3.[2] Plaintiff was previously employed by Defendant. Weisenberg Decl., ¶ 3.

B. Procedural History

On July 21, 2025, pursuant to Labor Code section 2699.3, Plaintiff gave written notice by

[1] The Settlement Agreement is attached as Exhibit 4 to the Declaration of Bruce Weisenberg ("Weisenberg Decl.") filed concurrently herewith.
[2] Plaintiff and Defendant will be collectively referred to as "the Parties."

online filing to the LWDA and by certified mail to Defendant of his intent to bring a PAGA claim against Defendant (the "PAGA Notice"). Weisenberg Decl., ¶¶ 6-7; Ex. 1. More than 65 days passed without the LWDA indicating any intent to investigate the alleged violations. Id., ¶ 8.

On October 17, 2025, Plaintiff filed a Complaint in San Luis Obispo County Superior Court, asserting claims for wage and hour violations, which included Plaintiff's individual wage and hour claims, as well as representative PAGA claims on behalf of all employees of Defendant in California. *Id.*, ¶ 9.

C. Discovery and Investigation

Plaintiff's Counsel has prosecuted PAGA claims against other Enterprise Rent-A-Car Company entities and knows of a 2024 PAGA settlement against Defendant obtained by another firm, aiding evaluation of this settlement. Weisenberg Decl., ¶¶ 11-15.

Prior to the Settlement, Plaintiff's Counsel conducted extensive factual investigation and informal discovery to evaluate the merits of Plaintiff's claims and Defendant's anticipated defenses. Weisenberg Decl., ¶¶ 17-18. Plaintiff's Counsel required, and Enterprise produced, the following discovery documents and information:

- The complete employee file of Plaintiff
- The complete payroll records of Plaintiff
- Sample wage statements
- A five-percent (5%) random sample of the aggrieved employees' timesheets, analyzed for missed, short, and late meal periods to determine violation rates.
- Relevant Enterprise policy documents, including its nationwide "Personnel Policies Summary" and Enterprise Rent-A-Car Company of Los Angeles's "Addendum" adding California- and Los Angeles-specific policies. Although facially compliant, these policies placed responsibility on employees to take breaks without ensuring breaks actually occurred or preventing managers from interrupting them for customer demands. Weisenberg Decl., ¶ 17.

Plaintiff's Counsel calculated maximum potential PAGA penalties of $10,045,450, based

on the number of aggrieved employees, pay periods at issue, and applicable penalty amounts under Labor Code section 2699(f)(2). Weisenberg Decl., ¶ 22. Plaintiff's Counsel also identified substantial litigation risks, including Defendant's defense that missed and late breaks resulted from employee choice rather than employer compulsion, and the evidentiary challenges of proving violations at trial given Defendant's facially compliant policies. Weisenberg Decl., ¶¶ 21-27.

D. Settlement Negotiations

Following the PAGA Notice, counsel for the parties engaged in settlement discussions and exchanged the discovery documents enumerated above, and agreed to mediate before the Honorable Thomas L. Willhite, a former California Court of Appeal justice (2005-2023) with extensive PAGA experience. Weisenberg Decl., ¶ 19. Following a successful mediation, the Settlement Agreement Regarding PAGA Claims ("Agreement" or "Settlement") was fully executed as of October 1, 2026.

Concurrently with the filing of this Motion, Plaintiff submitted a copy of the Agreement to the LWDA, as Labor Code section 2699(s)(2) requires, along with copies of this Motion and the Weisenberg Declaration. Weisenberg Decl., ¶ 20. True and correct copies of the Agreement and the LWDA's e-mail confirmation receipt are attached as Exhibits 4 and 5, respectively; the Notice to be sent with Settlement Members' checks and the proposed Judgment are attached to the Agreement as Exhibits C and B. Id.

III. SUMMARY OF SETTLEMENT

A. The Settlement Members

As defined in the Agreement, "Settlement Members" means all persons employed by Defendant in California during the PAGA Period. Weisenberg Decl. ¶ 5; Ex. 4, Page 5, Lines 18-19. Defendant represents that there are approximately 6,224 Settlement Members. Weisenberg Decl., ¶ 4.

B. Settlement Terms

Under the Settlement, all Settlement Members' PAGA claims shall be settled for the

Maximum Settlement Amount of $913,003.28, which is inclusive of the PAGA Fund, Plaintiff's Counsel Payment and Settlement Administration Costs. Weisenberg Decl., Ex. 4, Page 3, Lines 22-26 and Page 7, Lines 13-16. The Maximum Settlement Amount shall be allocated as follows:

1. PAGA Fund

The PAGA Fund ($913,003.28 -$304,334.42-$25,000-$10,000) totals $573,668.86, with the LWDA receiving $372,884.76 as 65% of the PAGA Fund to assist with the enforcement of labor laws. Settlement Members will receive 35% of the PAGA Fund, or $200,784.10, with an average Individual Settlement Payment of $32.26, prorated by the number of pay periods and shifts worked per Settlement Member. Weisenberg Decl., ¶ 27; Ex. 4, Page 8, Lines 14-20.

Each Settlement Member shall receive a pro rata share of the PAGA Fund ("Individual Settlement Payment"), calculated by dividing the Settlement Member Portion of the PAGA Fund by the total pay periods worked by Non-Exempt Settlement Members plus one-half the pay periods worked by Exempt Settlement Members during the PAGA Period, with Exempt Settlement Members receiving one-half that per-period amount; partial pay periods count as full pay periods. Weisenberg Decl., Ex. 4, Page 9, Lines 26-28 and Page 10, Lines 1-15. The Settlement Administrator's calculation of each Individual Settlement Payment, based on Defendant's records, shall be binding on the Settlement Members. Id.

2. Plaintiff's Counsel Payment

Plaintiff's Counsel will receive attorneys' fees equivalent to 33-1/3% of the Maximum Settlement Amount ($304,334.42), plus reimbursement of litigation costs and estimated future costs, not to exceed $10,000.00. Weisenberg Decl. ¶ 28; Ex. 4, Page 7, Lines 17-28 and Page 8, Lines 1-9.

3. Settlement Administration Costs

The Parties have selected CPT Group, Inc. to serve as the Settlement Administrator. Weisenberg Decl. ¶ 46; Ex. 4, Page 5, Lines 6-8. The Settlement Administrator's costs are capped at $25,000.00, which shall be paid from the Maximum Settlement Amount. Weisenberg Decl. ¶ 46; Ex. 4, Page 8, Lines 20-23.

C. The Release

Upon the Effective Date, the LWDA and Settlement Members will fully release and forever discharge the Released Parties from the Released Claims, as defined below. Weisenberg Decl., Ex. 4, Page 13, Lines 12-17.

- "Alleged Violations" means Defendant's alleged violations of the Labor Code sections identified in the Agreement (including Labor Code §§ 98.6, 200-204, 210, 216, 218-218.6, 221-227.3, 246, 432, 500, 510-512, 515, 558-558.1, 1174-1175, 1193.6-1194.3, 1197-1199, and 2802), committed against the Settlement Members during the PAGA Period.
- "Released Claims" means any and all claims under PAGA on behalf of any PAGA Settlement Member, related to the Alleged Violations.
- "Released Parties" means Defendant and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of their officers, directors, employees, agents, attorneys, and insurers, including without limitation Enterprise Holdings, Inc., which is an intended third-party beneficiary of the Agreement. Weisenberg Decl., Ex. 4, Page 2, Lines 13-18 and Pages 4-5.

D. Settlement Administration

Within twenty-one (21) days after the Effective Date, the Settlement Administrator will establish a Qualified Settlement Fund, Defendant will deposit the Maximum Settlement Amount, and Defendant will provide CPT with the Employee Information, including each Settlement Member's full name, last known address, Social Security number, and total Compensable Pay Periods. Weisenberg Decl., Ex. 4, Page 9, Lines 1-6; Page 3, Lines 6-11; and Page 11, Lines 6-12.

The Settlement Administrator will then run the Employee Information through the National Change of Address Database maintained by the United States Postal Service to update known address changes before mailing. Weisenberg Decl., Ex. 4, Page 11, Lines 13-21.

Within thirty (30) days after the Effective Date, the Settlement Administrator will mail the Settlement Packets (the Notice and Individual Settlement Payment) to Settlement Members by First Class U.S. Mail and distribute the PAGA Portion to the LWDA and the fee payment to

Plaintiff's Counsel. Weisenberg Decl., Ex. 4, Page 11, Lines 22-27 and Page 12, Lines 1-4.

The Effective Date is the date the Judgment becomes final—that is, after any appeal or review of the Judgment is either exhausted without disturbing it or the time to seek such appeal or review has expired; if no objections are filed, the Effective Date is 65 days after entry of Judgment. Weisenberg Decl., Ex. 4, Page 2, Lines 23-28 and Page 3, Lines 1-5. Within thirty-five (35) days of the Effective Date, the Settlement Administrator will deduct an amount equivalent to its costs. Weisenberg Decl., Ex. 4, Page 13, Lines 9-11.

Any Settlement Packets returned as non-deliverable shall be re-sent by First Class U.S. Mail to any forwarding address provided or, if none, to an address located using skip tracing, address verification, or other mutually agreeable means; if no current address can be located within two mailing attempts, the Settlement Packet will be deemed undeliverable. Weisenberg Decl., Ex. 4, Page 12, Lines 5-16.

All Individual Settlement Payment checks will remain valid and negotiable for 180 days from the date they are mailed; any uncashed checks after that time will be distributed to the State of California Controller's Office, Unclaimed Property Fund. Weisenberg Decl., Ex. 4, Page 12, Lines 23-27.

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

The PAGA statute specifically provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part," and the proposed settlement must be submitted to the LWDA at the same time it is submitted to the court. Lab. Code § 2699(s)(2). The controlling standard requires trial courts to "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, 77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 684. Critically, "a trial court must scrutinize whether, in resolving the action, a PAGA plaintiff has adequately represented the state's interests, and hence the public interest." *Id*. at 89.

In evaluating fairness, many factors used in class action settlement review can be useful in evaluating the fairness of a PAGA settlement, 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. *Id*. at 77. The California Supreme Court has recognized that trial court approval of PAGA settlements serves as a safeguard that "ensur[es] that any negotiated resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549; *Kim v. Reins International California, Inc*. (2020) 9 Cal.5th 73, 88.

PAGA settlements are not subject to class action requirements. "An employee's representative action against an employer ... seeking civil penalties under [PAGA]" need not "satisfy class action requirements." *Arias v. Superior Court* (2009) 46 Cal.4th 969, 975. PAGA claims need not establish predominance of common issues or superiority—requirements fundamental to class certification. *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582, 607.

PAGA is fundamentally different from a class action. Rather, PAGA is "a type of qui tam action" in which the employee acts as the state's proxy to enforce labor laws and recover civil penalties. *Moniz*, 72 Cal.App.5th at 76; *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 382 (*Iskanian*), abrogated on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 (*Viking River*). The employee "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*, 46 Cal.4th at 986. An action under PAGA "functions as a substitute for an action brought by the government itself," and "the government entity on whose behalf the plaintiff files suit is always the real party in interest." *Iskanian, 59 Cal.4th at 381, 382.* Accordingly, an action under PAGA "is fundamentally a law enforcement action designed to protect the public and not to benefit private parties." *Id*. at 381.

The Legislature enacted PAGA to "augment the limited enforcement capability of the [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency," authorizing an employee to seek civil penalties for violations against fellow employees as well as

herself. *Iskanian*, 59 Cal.4th at 360, 383; *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 184-85.

Under PAGA, 65 percent of civil penalties recovered goes to the state, with the remainder distributed to aggrieved employees. Lab. Code § 2699(m). The goal of PAGA is to impose civil penalties for Labor Code violations "significant enough to deter violations." *Iskanian*, 59 Cal.4th at 379. However, courts possess discretion under Labor Code section 2699(e)(2) to award lesser penalties if the maximum would be "unjust, arbitrary and oppressive, or confiscatory."

Unlike the res judicata effect of class action settlements, a PAGA settlement does not bind employees' own personal claims, because "absent employees do not own a personal claim for PAGA civil penalties . . . and whatever personal claims the absent employees might have for relief are not at stake." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 547, fn. 4. The PAGA statute expressly preserves employees' rights to separately pursue their own individual claims against their employers for other available remedies. Lab. Code § 2699(k)(1).

Here, the Settlement provides civil penalties that are genuine and meaningful and fulfill PAGA's purposes to remediate present violations, deter future ones, and maximize enforcement of California labor laws. *Moniz*, 72 Cal.App.5th at 77. The Maximum Settlement Amount deters Defendant from future violations, and the LWDA receives its full 65% statutory share, serving PAGA's punitive and deterrent functions. *Iskanian*, 59 Cal.4th at 379, 383; Lab. Code § 2699(m). Accordingly, the Settlement fulfills PAGA's purposes and the public interest. *Moniz*, 72 Cal.App.5th at 77, 89.

A. The Settlement Is Reasonable Given the Risks of Further Litigation

In assessing whether the amount in civil penalties is genuine and meaningful, the Court may balance the amount against the risks of further litigation described above, including the substantially higher maximum potential penalties calculated by Plaintiff's Counsel. Weisenberg Decl., ¶¶ 22, 27.

Plaintiff took into account that continued litigation would be expensive and time-consuming, involving a trial and likely appeals with uncertain results, and would substantially

delay and potentially reduce any penalties recovered on behalf of the State and Settlement Members. Weisenberg Decl., ¶¶ 24-27.

While Plaintiff and Plaintiff's Counsel are confident in the merits of the Action, a legitimate controversy exists. Weisenberg Decl., ¶¶ 24-27. For example, Plaintiff contends from the sample of provided timesheets that, due to the nature of the Settlement Members' work and Defendant's practices, there are facial meal break violations—untimely, missed, or short—on 64.1026% of the Settlement Members' timesheets. Weisenberg Decl., ¶ 23. On the other hand, Defendant contends that Settlement Members were provided lawful meal and rest periods, that any late, short, or missed breaks were due to employees' own choices. Weisenberg Decl., ¶ 25.

Thus, weighing the risks of litigation, the burden of proving liability, and the probability of appeal, the settlement amount of $913,003.28 is reasonable and in the best interest of the public. *Id.*, ¶ 27. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendant from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Lab. Code §2699(e)(2).

V. THE REQUESTED FEES AND COSTS ARE REASONABLE

The Settlement provides for attorneys' fees of 33-1/3% of the Maximum Settlement Amount ($304,334.42) plus reasonable litigation costs not to exceed $10,000.00. Weisenberg Decl., Ex. 4, Page 7, Lines 17-28 and Page 8, Lines 1-9. Plaintiff's Counsel is entitled to reasonable attorneys' fees pursuant to Labor Code section 2699(k)(1), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." The requested fees are reasonable under both the percentage-of-recovery method and as a lodestar cross-check.

A. Plaintiff's Counsel Is the Prevailing Party Entitled to Fees

Attorneys' fees to prevailing parties are mandatory when the statute uses the word "shall." *Gouskos v. Aptos Village Garage, Inc.* (2001) 94 Cal.App.4th 754, 765. It is undisputed that Plaintiff is the prevailing party, having secured a net monetary recovery of $913,003.28 for

the state and Settlement Members. See *deSaulles v. Community Hospital of the Monterey Peninsula (2016) 62 Cal.4th 1140*, 1157 (net monetary recovery establishes prevailing party). Accordingly, Plaintiff is entitled to recover reasonable attorneys' fees and costs.

B. California Recognizes Two Methods for Calculating Reasonable Fees

California recognizes "[t]wo primary methods of determining a reasonable attorney fee in class action litigation." *Laffitte v. Robert Half Internat., Inc*. (2016) 1 Cal.5th 480, 489. The percentage method "calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs' recovery." *Id*. By contrast, "[t]he lodestar method ... calculates the fee 'by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.' Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' based on factors discussed in detail below." Id. (citing *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26); see also *Serrano v. Priest* (1977) 20 Cal.3d 25, 48.

The California Supreme Court in *Laffitte* held that trial courts may calculate a common-fund fee "by choosing an appropriate percentage of the fund created," joining "the overwhelming majority of federal and state courts" to do so, since "the choice of a fee calculation method is generally one within the discretion of the trial court." 1 Cal.5th at 503-04 (citing *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58).

C. The Requested 33-1/3% Fee Is Reasonable Under the Percentage Method

The percentage of attorneys' fees set forth in the Settlement—33-1/3% of the Maximum Settlement Amount—is reasonable under the percentage-of-recovery method and reflects the prevailing market rate for contingency representation.

1. One-Third Is the California Norm, Including in PAGA Settlements

In California, "fee awards in class actions average around one-third of the recovery" regardless of calculation method. *In re Consumer Privacy Cases,* 175 Cal.App.4th at 558 n.13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11. In *Laffitte*, the Supreme Court

affirmed a fee of one-third of a $19 million wage-and-hour settlement fund, cross-checked against a lodestar multiplier of 2.03 to 2.13, and while it acknowledged the Ninth Circuit's 25 percent benchmark for federal cases, "it did not adopt such a benchmark for California cases." *Singh v. Roadrunner Intermodal Services, LLC* (E.D. Cal. Jan. 24, 2019, No. 1:15-cv-01497-DAD-BAM) 2019 WL 316814, at *8 (citing *Laffitte*, 1 Cal.5th at 495, 503-506); see *Laffitte*, 1 Cal.5th at 503-506. Federal courts reviewing PAGA settlements under California law agree: "where there are only state law claims, . . . state law also governs the fee award," and "[t]he benchmark percentage under California law is in the 33% range." *Hamilton v. Juul Labs, Inc.* (N.D. Cal. Nov. 16, 2021, No. 20-cv-03710-EMC) 2021 WL 5331451, at *8 (PAGA-only settlement); *Palmer v. Avenu Insights & Analytics, LLC* (C.D. Cal. Apr. 3, 2024, No. 2:20-cv-10591-SPG-SK) 2023 WL 11950640, at *6 (approving 37.5 percent of a PAGA-only settlement).

The same norm governs PAGA settlements with these very employers. In two recent PAGA settlements with Enterprise entities, both resolved at the same value per pay period, the Los Angeles and Humboldt County Superior Courts each awarded fees of one-third of the settlement. Weisenberg Decl., ¶¶ 12-13; Ex. 2 at p. 5 (*Nistico*: $321,549.91 of $964,649.73); Ex. 3, Order at p. 5 (*Catlow*: $159,786.66 of $479,360.00). Here, Plaintiff's Counsel obtained a higher recovery per pay period than in either case ($3.92 versus $3.745). Weisenberg Decl., ¶ 15. Awarding a lower percentage for a better result would penalize, rather than reward, counsel's efficiency.

2. Common Fund Doctrine.

The request for attorneys' fees is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs," spreading costs "proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Serrano*, 20 Cal.3d at 35; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th

105, 110.

3. Quality of Result.

Plaintiff's Counsel achieved an excellent result for the LWDA and Settlement Members and deterred future violations efficiently through early mediation. Weisenberg Decl., ¶ 27. Without Plaintiff's Counsel's efforts, Plaintiff's claims may have gone unremedied and the State would have received no penalties, warranting the requested fee. Weisenberg Decl., ¶ 40. The percentage method rewards, rather than penalizes, that efficiency. *Laffitte*, 1 Cal.5th at 503; *Lealao*, 82 Cal.App.4th at 28.

4. Reduced Hourly Rate.

The requested fee percentage is less than Plaintiff's Counsel charges for other employment cases, and the effective hourly rate is less than Plaintiff's Counsel regularly earns in single-plaintiff litigation. Weisenberg Decl., ¶ 32. Counsel accepted substantial risk of no recovery in exchange for the opportunity to enforce important labor protections and benefit the State.

D. Lodestar Cross-Check Confirms Reasonableness

The *Laffitte* court recognized that "[a] lodestar cross-check ... provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." 1 Cal.5th at 503-04. A lodestar cross-check therefore confirms that the percentage fee is reasonable.

1. Reasonable Hours Expended

Plaintiff's Counsel has devoted approximately 189.2 hours to this matter since January 2025, including client communication, drafting the PAGA Notice and Complaint, discovery and analysis, legal research, mediation, and drafting the Settlement Agreement and this motion. Weisenberg Decl., ¶ 41. Counsel anticipates an additional 10 hours for the approval hearing and settlement administration. Weisenberg Decl., ¶ 29. These hours represent reasonably necessary work to achieve the excellent result obtained.

In determining whether hours are reasonable, courts "should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case." *Moreno v. City of*

Sacramento (9th Cir. 2008) 534 F.3d 1106, 1112. The moving party meets its burden by submitting "declarations evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case" as "California case law permits fee awards in the absence of detailed time sheets." *Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 254-55 (disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 273-274 & fn. 4); *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1810; *Nightingale v. Hyundai Motor America* (1994) 31 Cal.App.4th 99, 103.

2. Reasonable Hourly Rates

Plaintiff's Counsel are experienced wage-and-hour practitioners whose hourly rates have been approved by multiple courts as consistent with prevailing market rates for attorneys of comparable skill and experience. Weisenberg Decl., ¶¶ 33-39. The reasonable hourly rate is "that prevailing in the community for similar work," considering "the attorneys' skill as reflected in the quality of work as well as the attorneys' reputation and status," and courts may rely on "evidence of other courts approving similar rates." *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095; *MBNA American Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th Supp. 1, 13; *Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F. Supp. 2d 1160, 1172. Moreover, the 2026 prevailing rate for cases of this sort in California ranges from $350 to $1,200 per hour, and Plaintiff's Counsel's current rates are consistent with this range. Weisenberg Decl., ¶ 38. Given Plaintiff's Counsel's skill and experience, the stated hourly rates are reasonable.

3. Lodestar Calculation

Plaintiff's Counsel's lodestar is $153,300 based on approximately 189.2 hours at customary rates. Weisenberg Decl., ¶ 31. The requested fee of $304,334.42 represents a 1.99x multiplier over the lodestar.

4. Modest Multiplier Is Justified

The lodestar amount may be increased by applying a multiplier. *Serrano*, 20 Cal.3d at 49; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407. In California, "[m]ultipliers can range from two to four or even higher" and are routinely applied in the range requested here. *Wershba*, 91 Cal.App.4th at 254; see also *Chavez*, 162 Cal.App.4th at 66 (upholding 2.5

multiplier); *Singh*, 2019 WL 316814, at *10 (one-third fee at multiplier of approximately 2.03, "still clearly in the range that courts have found to be acceptable"); *Laffitte*, 1 Cal.5th at 503-506 (affirming one-third fee cross-checked at multiplier of 2.03 to 2.13).

Some of the factors a trial court considers when determining whether to apply a multiplier are: "(1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award." See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.

5. Contingency Risk Warrants Enhancement

In *Ketchum*, the California Supreme Court held that fee enhancement in contingency cases is necessary to compensate counsel for the risk of nonpayment and to encourage competent counsel to take such cases, since a lawyer bearing that risk without additional compensation "is not receiving the fair market value of his work." *Ketchum*, 24 Cal.4th at 1132-33 (citations omitted).

Such risk is particularly acute in PAGA cases, where competing plaintiffs are common and defendants may settle with a different plaintiff during litigation, extinguishing the original plaintiff's case mid-litigation. *Brown v. Dave & Buster's of California, Inc.* (2025) 116 Cal.App.5th 164, 167-168. Plaintiff's Counsel took this case on a contingency basis, assuming considerable risk, and has worked without compensation since January 2025, and will not be paid until after the Effective Date—a delay that further justifies enhancement. Weisenberg Decl., ¶¶ 40-44.

The substantial benefit to the State, the efficiency of the resolution, and the genuine deterrent effect together justify the requested multiplier. Weisenberg Decl., ¶ 27. The 1.99x multiplier is modest given these factors. The lodestar with multiplier exceeds the percentage-based fee request, assuring the Court would not abuse its discretion in approving the requested attorneys' fees based on a percentage of the common fund. Weisenberg Decl., ¶¶ 29, 42.

E. Litigation Costs Are Reasonable

Plaintiff's Counsel is entitled to reimbursement of litigation costs under PAGA. See Lab. Code §2699(k)(1). The Settlement provides for reimbursement of costs not to exceed $10,000.00. Weisenberg Decl., Ex. 4, Page 7, Lines 22-25. Plaintiff's Counsel has incurred actual costs of $4,892.98 for court filing and filing-service fees, the LWDA filing fee, certified mail, and the mediator's fee, and estimates an additional $1,560.00 in costs to file this Motion and attend the hearing, for a total of $6,452.98, all reasonably incurred in prosecuting the Action. Weisenberg Decl., ¶ 45. Plaintiff requests that the Court approve costs of $6,452.98.

VI. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

The Agreement provides for Settlement Administration Costs up to $25,000.00, to be paid from the Maximum Settlement Amount, covering the printing, mailing, and re-mailing of Notices, required tax filings, distribution of Individual Settlement Payments and the PAGA payment to the LWDA, escheatment of uncashed checks, and establishment of a Qualified Settlement Fund. Weisenberg Decl., Ex. 4, Page 5, Lines 9-17 and Page 8, Lines 10-13. The Court should approve these Settlement Administration Costs as reasonable. Weisenberg Decl., ¶ 46.

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court approve the Settlement and enter the proposed Judgment which is attached to the Settlement Agreement as Exhibit "B".

Respectfully submitted,

WEISENBERG LAW

Dated: October 2, 2026

By: _____
Bruce Weisenberg
Attorneys for Plaintiff