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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AHMONE BRYANT; SUSAN RODGERS; VERONICA SALDANA; AMANDA HALE; and JESUS GOMEZ, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

BRINKER RESTAURANT CORPORATION; BRINKER INTERNATIONAL, INC.; and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.,

Defendants.

Case No.: CGC-23-608589
(Consolidated with CGC-21-597124)

[*Case assigned for all purposes to the Hon. Jeffrey S. Ross; Dept. 613*]

PLAINTIFFS' NOTICE OF MOTION AND RENEWED MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, ATTORNEYS' FEES AND COSTS, REPRESENTATIVE ENHANCEMENT PAYMENTS, AND ADMINISTRATION EXPENSES

Date: December 10, 2026
Time: 10:00 a.m.
Dept.: 613

Action Filed: August 23, 2023
Trial Date: None Set

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TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 10, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard, in Department 613 of the Superior Court of California, County of San Francisco, Civic Center Courthouse, located at 400 McAllister Street, San Francisco, California 94102, Plaintiffs Ahmone Bryant, Susan Rodgers, Veronica Saldana, Amanda Hale, and Jesus Gomez ("Plaintiffs") will and hereby do move this Court for entry of an Order as follows:

1. Granting approval, pursuant to former Labor Code § 2699(l)(2), of the parties' Stipulation and PAGA Settlement Agreement;
2. Appointing CPT Group as the Settlement Administrator and approving administration expenses in the amount of $75,000.00;
3. Approving as to form and content the proposed PAGA letter and check enclosure to be mailed to PAGA Members in English and Spanish, and directing that they be distributed pursuant to the Settlement;
4. Approving payment and distribution of the Gross Settlement Amount, consisting of the $1,647,500.00 base amount plus the increase calculated under Settlement § 8 using the actual covered pay periods through Court approval, previously estimated at $2,476,180.46 based on an assumed October 15, 2026 approval date;
5. Awarding attorneys' fees to PAGA Counsel equal to one-third of the final escalated Gross Settlement Amount, estimated at $825,393.49 based on the foregoing GSA estimate;
6. Awarding litigation costs to PAGA Counsel in the amount of $109,914.42;
7. Approving PAGA representative enhancement payments of $2,500.00 to each of Plaintiffs Bryant, Rodgers, Saldana, Hale, and Gomez, for a total of $12,500.00;
8. Approving payment to the LWDA of 75% of the final Net Settlement Amount;
9. Approving distribution to PAGA Members of 25% of the final Net Settlement Amount pursuant to the Settlement; and
10. Retaining jurisdiction under Code of Civil Procedure § 664.6 to enforce the Settlement and oversee settlement administration until performance is complete.

This motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the declarations of Plaintiffs, the declarations of PAGA Counsel, the declaration of the proposed Settlement Administrator, the Stipulation and PAGA Settlement Agreement, the operative complaint, all pleadings and papers on file in this action, and such further argument and evidence as may be presented at or before the hearing.

Dated: October 23, 2026

Respectfully Submitted,
HAINES LAW GROUP, APC

By: 

Andrew J. Rowbotham
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Ahmone Bryant, Susan Rodgers, Veronica Saldana, Amanda Hale, and Jesus Gomez (collectively, "Plaintiffs"), each an "aggrieved employee" under the Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*. ("PAGA"), respectfully submit this renewed motion for approval of a PAGA-only settlement against Defendants Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. (collectively, "Defendants").

Under the proposed Settlement,[1] Defendants will pay a non-reversionary Gross Settlement Amount consisting of a $1,647,500.00 base amount plus an escalator increase, previously estimated to total $2,476,180.46 assuming approval on October 15, 2026. The final amount will reflect the actual covered pay periods through Court approval. After deduction of Court-approved attorneys' fees, litigation costs, representative enhancement payments, and administration expenses, the entire Net Settlement Amount will be allocated to PAGA civil penalties, with 75% payable to the California Labor and Workforce Development Agency ("LWDA") and 25% payable to PAGA Members. PAGA Members will receive their shares automatically based on credited pay periods, without submitting claim forms.

The release is limited to PAGA civil penalty claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative complaint and the LWDA notices from September 14, 2020 through Court approval of the Settlement (the "PAGA Period"). The Settlement does not release the underlying individual wage-and-hour claims of absent employees. The Settlement also contains no cy pres provision. Instead, it requires updated addresses before mailing, re-mailing of returned checks, a second attempt to pay members with uncashed checks through replacement checks or reminder notices, and transmission of any remaining uncashed funds to the California Unclaimed Property Fund in the name of the affected

[1] The Stipulation and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), filed concurrently herewith. The Notice of PAGA Settlement and Enclosed Payment is attached as Exhibit 2. *See* Rowbotham Decl., ¶ 9.

PAGA Member.

The Settlement is fair, reasonable, and adequate because it reflects arm's-length negotiations after substantial investigation and years of related litigation and provides a meaningful recovery in light of the disputed claims and substantial merits and penalty-reduction risks. Plaintiffs therefore respectfully request that the Court approve the Settlement and enter the proposed order submitted concurrently herewith.

II. BACKGROUND AND PROCEDURAL HISTORY

A. The Parties

Defendants operate Chili's Grill & Bar restaurants throughout California and employed non-exempt employees in California during the relevant period. Rowbotham Decl., ¶ 10. Plaintiff Veronica Saldana worked for Defendants as a non-exempt server, including at the Manteca Chili's location, from approximately April 24, 2017 to November 25, 2020. Ottinger Decl., ¶ 7. Plaintiff Ahmone Bryant worked for Defendants as a non-exempt server at a California Chili's location from approximately January 30, 2023 through approximately May 2023. Ottinger Decl., ¶ 7. Plaintiff Susan Rodgers worked for Defendants as a non-exempt To Go Specialist at a California Chili's location from approximately July 2022 through approximately January 2023. Rodgers Decl., ¶ 3. Plaintiff Amanda Hale worked for Defendants as a non-exempt front-of-house server at a California Chili's location from approximately December 2005 through approximately March 2020. Hale Decl., ¶ 2. Plaintiff Jesus Gomez worked for Defendants as a non-exempt back-of-house cook at a California Chili's location from approximately February 2005 through approximately February 2023. Gomez Decl., ¶ 2.

Together, Plaintiffs' experiences span front-of-house and back-of-house work, multiple restaurant locations, and multiple time periods, and provide representative coverage across the categories of employees and practices implicated by the Settlement. Rowbotham Decl., ¶ 10.

B. Procedural History

On September 8, 2021, Hale submitted a PAGA notice to the LWDA, which she later amended on January 17, 2023. Rowbotham Decl., ¶ 11. On November 9, 2021, Saldana submitted a PAGA notice to the LWDA. *Id*. On December 14, 2021, Saldana filed suit against Defendants

in San Francisco Superior Court. *Id*., ¶ 12. On January 9, 2023, Plaintiff Jesus Gomez submitted his own PAGA notice to the LWDA. *Id*., ¶ 11. On July 12, 2023, Saldana amended her LWDA notice to add allegations involving Plaintiffs Ahmone Bryant and Susan Rodgers. That notice specifically identifies Rodgers's employment as a To Go Specialist and alleges meal period and rest period violations, unpaid premiums, and resulting wage statement and final wage violations. *Id*. Bryant later filed this related representative action in San Francisco Superior Court, while Hale and Gomez litigated overlapping class and PAGA claims against Brinker in *Hale v. Brinker International, Inc., et al*., United States District Court for the Northern District of California, Case No. 3:21-cv-09978-VC ("*Hale*"). *Id*., ¶¶ 8, 12. Across those proceedings, the parties litigated overlapping factual and legal issues, including written policies, alleged meal period and rest period violations, regular-rate issues, expense reimbursement theories, representative proof, and penalty exposure. *Id*., ¶¶ 14-18.

On November 7, 2024, the parties in the Saldana and Bryant actions participated in a full-day mediation before mediator Dave Carothers, which resulted in a settlement in principle. Ottinger Decl., ¶ 17. The parties then exchanged confirmatory information and negotiated a long-form settlement agreement. *Id*.

On July 30, 2025, Plaintiffs Saldana and Bryant submitted an amended LWDA notice addressing additional Labor Code and Wage Order violations encompassed by the Settlement now before the Court. Rowbotham Decl., ¶ 11. After the Court raised concerns regarding the original approval presentation, the parties revised the settlement papers, agreed to fold Hale's and Gomez's overlapping PAGA claims into this approval process, filed a First Amended Representative Action Complaint naming all five Plaintiffs, and assembled the supporting materials the Court directed them to file. *Id.*, ¶¶ 12-13.

C. Plaintiffs' Claims and Defendants' Defenses

Plaintiffs allege that Defendants maintained common policies or practices that resulted in unpaid regular and overtime wages, off-the-clock work, regular-rate underpayments, unpaid reporting time pay, and untimely payment of wages, including final wages. Plaintiffs also allege unreimbursed business expenses, including work-related cellphone and clothing expenses,

inaccurate wage statements, inadequate recordkeeping, and paid sick leave violations. Rowbotham Decl., ¶ 14.

Regarding meal and rest periods, Plaintiffs allege that Defendants did not schedule breaks and that insufficient staffing during busy shifts impeded employees' ability to take timely, uninterrupted breaks. *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal.5th 257, 273 (employers must relieve employees of all work-related duties and relinquish control over how employees spend required rest periods); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040-1041 (employers must relieve employees of all duty, relinquish control over their activities, and provide a reasonable opportunity to take an uninterrupted 30-minute meal period without impeding or discouraging them from doing so). Employees allegedly took meal periods after the fifth hour of work, while some employees' rest periods were shortened to one to five minutes, interrupted, or missed altogether. Defendants also allegedly required employees to obtain manager approval or relief to take rest periods and failed to pay required meal period and rest period premiums or paid them at an incorrect regular rate. First Amended Representative Action Complaint, ¶¶ 18-21.

Defendants deny all liability and contend that they maintained lawful written policies and practices. Rowbotham Decl., ¶ 15. Defendants further contend that employees received compliant meal periods or validly waived them where permitted by law, and were authorized and permitted to take compliant rest periods, that shift-end attestations undermine many alleged meal period and rest period violations, that any missed or shortened breaks reflected employee choice rather than employer policy, that employees were not required to purchase or use personal cellphones in the manner Plaintiffs allege, that Plaintiffs' off-the-clock and regular-rate theories are overstated or unsupported, that Plaintiffs' paid sick leave theories lack merit, and that derivative claims fail absent proof of an underlying violation. *Id*.; *see Brinker, supra*, 53 Cal.4th at 1040 (employer need not police meal periods after relieving employees of all duty and providing a reasonable opportunity to take a compliant meal period); *Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.").

Defendants also contend that, even if Plaintiffs were to establish one or more violations, any PAGA penalty award should be significantly reduced under Labor Code § 2699(e)(2) in light of the disputed facts, the nature of Defendants' defenses, and the circumstances of the case. Rowbotham Decl., ¶ 15; *see Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135-1136 (affirming a 30% penalty reduction based on the employer's compliance efforts and other circumstances), disapproved on another ground by *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 196, fn. 8; *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504, 529 (affirming trial court's decision to significantly reduce PAGA penalty to only $5 per initial violation because imposing the maximum penalty would be unjust, arbitrary, and oppressive given the employer's "good faith attempts" to comply with meal period obligations and the minimal nature of the violations).

III. THE PROPOSED SETTLEMENT

A. PAGA Members Defined

The Settlement defines "PAGA Members" as all non-exempt employees of Defendants who worked in California during the PAGA Period, which runs from September 14, 2020 through Court approval of the Settlement. Settlement §§ 1.16, 1.18, 8; Rowbotham Decl., ¶ 19.

B. Essential Terms of the Settlement

Defendants will pay a non-reversionary Gross Settlement Amount ("GSA") consisting of a $1,647,500.00 base amount plus the increase required by the escalator provision. Settlement §§ 1.7, 3.1, 8. The Administrator will distribute the entire GSA without requiring PAGA Members to submit claim forms, and no portion will revert to Defendants. *Id*., § 3.1.

Defendants elected to extend the PAGA Period through Court approval and increase the GSA under Settlement § 8. Joint Case Management Conference Statement dated September 4, 2026, pp. 2-3. The increase is calculated by multiplying the number of covered pay periods exceeding 764,345 by the original per-pay-period value of the Settlement ($1,647,500.00 divided by 694,859). Settlement § 8. Defendants estimated 1,113,854 covered pay periods assuming approval on October 15, 2026, resulting in an estimated escalated GSA of $2,476,180.46. The final GSA will reflect the actual number of covered pay periods through Court approval.

Settlement § 8; Rowbotham Decl., ¶ 19. Using that estimate and assuming approval of the requested deductions, the monetary terms are:

Estimated Gross Settlement Amount:	**$2,476,180.46**
Minus Court-approved attorneys' fees:	$825,393.49
Minus Court-approved litigation costs (up to):	$109,914.42
Minus Court-approved representative enhancement payments:	$12,500.00
Minus administration expenses:	$75,000.00
Estimated Net Settlement Amount:	**$1,453,372.55**

Plaintiffs request approval of the GSA as adjusted under Settlement § 8 and the deductions shown above, with attorneys' fees calculated at one-third of the final GSA and representative enhancement payments of $2,500.00 each. Settlement §§ 3.2.1, 3.2.4-3.2.5, 8. CPT Group will serve as Administrator, and any increase above its $75,000.00 administration fee requires a showing of good cause and further Court approval. *Id*., §§ 1.2, 3.2.2, 7.1.

1. *Allocation and Distribution of PAGA Penalties*

After Court-approved deductions, the Net Settlement Amount will be allocated entirely to PAGA civil penalties, with 75% payable to the LWDA and 25% payable to PAGA Members. Settlement §§ 1.12, 3.2.3. Each PAGA Member will receive a pro rata share of the employee allocation based on the member's credited PAGA Pay Periods relative to the total credited PAGA Pay Periods. *Id*., §§ 1.8, 1.15, 3.2.3.1. Individual PAGA Payments will be reported on IRS Form 1099. *Id*., § 3.2.3.2.

Based on the foregoing estimates, the LWDA will receive approximately $1,090,029.41, and PAGA Members will collectively receive approximately $363,343.14. Using the original estimate of 28,533 PAGA Members, the average employee payment from the 25% employee allocation is approximately $12.73. Assuming one to 160 credited biweekly pay periods through October 15, 2026, estimated individual payments would range from approximately $0.33 to $52.19. These estimates remain subject to final employee and pay period data through Court approval and the deductions approved by the Court. Rowbotham Decl., ¶ 20.

Within ten calendar days after the Effective Date, Defendants will provide CPT Group with the PAGA Member Data. Settlement § 4.1. Within ten calendar days after receiving that data, CPT Group will provide Defendants with a Final Accounting, and Defendants must fully

fund the Gross Settlement Amount within twenty-one calendar days thereafter. *Id*., § 4.2. Within fourteen calendar days after funding, CPT Group will mail the PAGA letter and checks to PAGA Members, remit the LWDA payment, and issue the Court-approved payments for administration expenses, attorneys' fees, litigation costs, and representative enhancement payments. *Id*., § 4.3.

Before mailing any checks, CPT Group will update addresses through the National Change of Address database. Settlement § 4.3.1. Returned checks will be re-mailed after address searches as required by the Settlement, and if a check remains uncashed after ninety calendar days, CPT Group will make a second attempt to facilitate payment through the Settlement's updated-address and reminder procedures. *Id*., §§ 4.3.2, 4.3.4. If a check remains uncashed after the applicable void date, CPT Group will transmit the funds to the California Unclaimed Property Fund. *Id*., § 4.3.5. The Settlement contains no cy pres provision. *Id*.

2. *Release*

Upon full funding of the Gross Settlement Amount, Plaintiffs, as proxies for the State of California, and all PAGA Members, together with the LWDA and the State of California, release only claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices during the PAGA Period. Settlement §§ 1.26, 5, 5.1. Within those limits, the release encompasses the overlapping PAGA claims pursued by Saldana, Bryant, Rodgers, Hale, and Gomez in the consolidated actions and related proceedings. *Id.*, §§ 1.21, 2.10, 5.1. The Settlement does not release the underlying individual wage-and-hour claims of absent employees. *Id*., § 5.1.

IV. ARGUMENT

A. Standards for Approval of a PAGA Settlement

Because these actions were commenced before June 19, 2024, the pre-amendment version of PAGA governs. Labor Code § 2699(v)(1). References below to Labor Code § 2699 are to that version unless otherwise indicated. Under former Labor Code § 2699(l)(2), the Court must review and approve the Settlement, and the proposed Settlement must be submitted to the LWDA at the same time it is submitted to the Court.

The Court must independently determine whether the Settlement is fair, reasonable, and

adequate in light of PAGA's purposes of remedying labor law violations, deterring future violations, and maximizing enforcement of state labor laws. Relevant considerations include the strength of Plaintiffs' claims, the risks of continued litigation, the stage of the proceedings, the complexity and likely duration of further litigation, and the settlement amount. *Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56, 75-77, disapproved on other grounds by *Turrieta v. Lyft, Inc*. (2024) 16 Cal.5th 664, 710. The record must provide sufficient information about the nature and magnitude of the claims and the impediments to recovery to permit an independent assessment of the Settlement's reasonableness. *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 130-132.

B. Plaintiffs Adequately Represented the State's Interests

The Court previously requested declarations addressing adequacy. Those declarations are now filed concurrently. Each Plaintiff is an aggrieved employee. Each Plaintiff describes personal experiences with the challenged policies or practices during his or her employment. Saldana Decl., ¶¶ 6-7; Bryant Decl., ¶ 6; Rodgers Decl., ¶¶ 3-10; Hale Decl., ¶¶ 2-3; Gomez Decl., ¶¶ 2-3. And each assisted counsel in investigating the claims, providing facts and documents, reviewing pleadings and settlement documents, communicating with counsel, participating in the settlement process, and accepting the burdens and risks associated with representative litigation.

Plaintiffs also provide broad representative coverage. Saldana and Bryant worked as servers. Rodgers worked as a To Go Specialist. Hale worked front of house. Gomez worked back of house. Their experiences span multiple California locations and multiple time periods. Their combined participation gave counsel a substantially broader factual perspective than a single-plaintiff case would have provided.

The Court also requested clarification regarding the status of Saldana's and Bryant's individual arbitrations and their ability to pursue non-individual PAGA claims. On or about August 10, 2023, the Court ordered Saldana's individual PAGA claim to arbitration and stayed her court action. Her arbitration demand was filed on September 14, 2023, and the parties reached a settlement at the November 7, 2024 mediation before the scheduled December 2024 arbitration hearing. Ottinger Decl., ¶¶ 11-12; Saldana Decl., ¶ 10. On March 6, 2024, the Court ordered

Bryant's individual PAGA claim to arbitration, denied the motion as to his non-individual PAGA claim, and denied Defendants' request to stay the court action. Bryant's individual arbitration proceedings were stayed pending this settlement. Ottinger Decl., ¶ 15; Bryant Decl., ¶ 9. Neither arbitration has resulted in a determination, confirmed and reduced to a final judgment, that Saldana or Bryant is not an aggrieved employee. Ottinger Decl., ¶¶ 11-12, 15.

The orders compelling arbitration of Saldana's and Bryant's individual PAGA claims do not, by themselves, deprive them of standing to pursue the non-individual PAGA claims in this Court. *Adolph v. Uber Technologies, Inc*. (2023) 14 Cal.5th 1104, 1114, 1123-1124. Based on their declarations and participation, Plaintiffs adequately represented the State's interests in prosecuting and settling the released PAGA claims.

C. Settlement is a Fair, Adequate, and Reasonable Compromise of Claims

1. *The Strengths of Plaintiffs' Claims, the Serious Risks of Further Litigation, and the Court's Discretion to Reduce Penalties*

Plaintiffs believe the representative claims have merit. The operative complaint alleges widespread meal period and rest period violations, off-the-clock and regular-rate underpayments, unreimbursed expenses, inaccurate wage statements, paid sick leave deficiencies, and derivative waiting-time exposure. Plaintiffs also developed evidence over years of related litigation that could support representative proof on at least several of those theories.

However, the case presents real risk if it were to continue. Defendants deny liability, rely on written policies, meal period waivers, shift-end attestations, and individualized explanations for missed or shortened meal periods and rest periods. Defendants also dispute the reimbursement theories, the off-the-clock theory, the regular-rate theory, and the derivative claims. The *Hale* litigation sharpened those risks through class certification proceedings, merits discovery, dispositive motion practice, and pretrial proceedings. Even if Plaintiffs prevailed on some underlying violations, the Court would still retain broad discretion under Labor Code § 2699(e)(2) to reduce penalties if a maximum award would be unjust, arbitrary and oppressive, or confiscatory.

Further litigation also would be expensive and time-consuming. It would require

continued representative discovery, additional deposition work, trial preparation, trial, and likely post-trial motion practice and appeal. The Settlement eliminates those risks and delays while securing a substantial, non-reversionary fund now.

2. *The Amount Offered in Light of the Realistic Range of Outcomes*

This proposed Settlement provides a fair and reasonable monetary recovery for the LWDA and PAGA Members in light of the disputed claims, the evidentiary issues, and the substantial risks of continued litigation. Based on the data then available, including an estimated 553,338 pay periods, Plaintiffs estimated approximately $69.1 million in PAGA exposure under the assumptions described below, before further reductions for litigation risks and the Court's discretion to reduce penalties. The calculation applied assumed violation rates and initial-violation penalty amounts to the principal theories of liability. Oct. 9, 2025 Ottinger Decl., ¶ 36.

For off-the-clock minimum wage violations, Plaintiffs estimated $16,600,140.00 by applying a 30% violation rate and the $100 initial-violation penalty under Labor Code § 1197.1(a)(1), assuming the intentional-violation requirement could be established. Plaintiffs alleged that employees faced pressure to clock out before completing their duties and then spent unpaid time completing end-of-shift cash-out procedures, including waiting for managers to accept receipts and customer payments. However, the assumed violation rate rested on Plaintiffs' own experiences, and proving the alleged off-the-clock work required testimonial evidence because the produced time punch and payroll records did not establish it. This created a risk that Plaintiffs could not substantiate the assumed violation rate across the workforce and would recover substantially less than the estimated penalties. *Id*., ¶¶ 33, 36.

For overtime violations, Plaintiffs estimated $11,066,760.00 by applying a 40% violation rate and the $50 initial-violation penalty under Labor Code § 558(a)(1). The 40% assumption drew from records showing that approximately 40% of shifts exceeded eight hours. Those figures did not establish how many pay periods contained an overtime underpayment. Plaintiffs still had to prove that employees performed uncompensated overtime or otherwise received deficient overtime pay, creating a risk that the proven violation rate and resulting penalties would be substantially lower than estimated. Plaintiffs separately investigated whether Defendants

excluded bonuses and other nondiscretionary remuneration from the regular rate, but the payroll records then available did not establish a substantial violation rate for that theory. *Id*., ¶¶ 32, 36 & fn. 1.

For unreimbursed business expenses, Plaintiffs estimated $11,066,760.00 by applying a 20% violation rate and a $100 per pay period penalty under Labor Code § 2699(f)(2). Plaintiffs contended that Defendants required employees to use HotSchedules and knew employees incurred expenses through work-related use of their personal cell phones. Defendants disputed that personal cell phone use or purchase of the application was required and maintained that employees could access the system through a browser or computer. The 20% assumption reflected this competing evidence concerning the necessity and extent of employees' expenditures. *Id*., ¶¶ 31, 36 & fn. 2.

For meal period, rest period, and wage statement violations, Plaintiffs estimated $9,406,746.00 for each category by applying a 17% violation rate and a $100 per pay period penalty under Labor Code § 2699(f)(2). The meal period assumption drew from data identifying shifts exceeding five hours for which employees did not complete the meal and rest period attestation and received no meal period premium. Plaintiffs applied the same assumed rate to the rest period and wage statement calculations. Plaintiffs also relied on allegations of understaffing and inadequate break coverage, missing meal period punches, and the absence of rest period premium payments in the produced records. Defendants countered with shift-end attestations, employee declarations describing available breaks, and evidence that employees could take breaks during slower periods. These disputes affected Plaintiffs' ability to establish the frequency and scope of compensable violations. *Id*., ¶¶ 27-30, 34, 36 & fn. 3.

Plaintiffs used the $100 per pay period wage statement penalty rather than the higher penalty under Labor Code § 226.3 because the produced records indicated that Defendants issued wage statements and maintained those records. Plaintiffs also estimated $2,155,400.00 in PAGA penalties for final wage violations based on 21,554 terminated employees. These derivative theories depended on establishing the underlying violations and the requirements applicable to each claim. *Id*., ¶¶ 34-36 & fn. 4.

Plaintiffs weighed these estimates against Defendants' substantial defenses, the evidentiary difficulties highlighted by the *Hale* class certification proceedings, and the Court's discretion under Labor Code § 2699(e)(2) to reduce penalties. Those considerations supported substantial discounts to the estimated exposure when assessing the realistic range of outcomes at trial. Oct. 9, 2025 Ottinger Decl., ¶¶ 37-38. Based on Defendants' previously provided estimate assuming approval on October 15, 2026, the escalated Gross Settlement Amount is approximately $2,476,180.46. Rowbotham Decl., ¶ 19. In light of the disputed evidence, the defenses asserted, the risks and expense of continued litigation, and the non-reversionary nature of the recovery, Plaintiffs submit that the Settlement is fair, reasonable, and adequate. *See Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 ("The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.").

Plaintiff Susan Rodgers's previous objection to the Settlement was based on her view at the time that it did not fairly reflect the strength of the released PAGA claims, the contribution made by Hale and Gomez to the development of the litigation record, and the risks and value of the case. Rodgers Decl., ¶ 19. Since then, the circumstances have changed. After further review of the evidence, Defendants' defenses, and the substantial risks of continued litigation, Rodgers now understands that the Settlement reflects a reasonable compromise of genuinely disputed claims and supports approval. *Id.*

3. *The Extent of Discovery Completed*

The Parties engaged in extensive informal discovery and investigation before reaching an agreement in principle and exchanged additional information afterward to evaluate and confirm the Settlement. Defendants' productions included full, unsampled time punch and payroll data, pay codes, skip reports, written policies and procedures, employee handouts, training materials, and records produced in the related *Hale* action. Counsel also reviewed the *Hale* class certification briefing, declarations, deposition excerpts, and other supporting evidence. Rowbotham Decl., ¶ 16.

The *Hale* litigation further developed the record through discovery and contested motion

practice. Counsel reviewed timekeeping materials, staffing information, and evidence concerning Defendants' employment practices. Counsel prepared for and attended depositions of Brinker PMQ witnesses, prepared Gomez for his deposition, and defended that deposition. Counsel also participated in a separate mediation and used the resulting record in class certification work, merits analysis, and summary judgment briefing. Rowbotham Decl., ¶ 17.

In preparing the renewed approval request, counsel incorporated the evidence developed across the related actions and evaluated Hale's and Gomez's overlapping claims within the proposed Settlement. This work provided a substantial basis to assess the strengths and weaknesses of the released claims, the potential PAGA recovery, and the risks of continued litigation. Accordingly, the extent of discovery and investigation supports approval. *Id.*, ¶ 18.

4. *The Experience and Views of Counsel*

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. PAGA Counsel are experienced in wage-and-hour class and representative litigation. Their declarations describe substantial experience litigating representative employment cases, assessing complex wage-and-hour records, and negotiating representative settlements. Counsel uniformly believe the Settlement is fair, reasonable, and adequate in light of the risks and the result achieved. The involvement of multiple plaintiff-side firms with different clients and the substantial federal and state litigation history further support the conclusion that the compromise is informed and adversarial, not collusive. Thus, this factor strongly supports settlement approval. *See Kullar, supra,* 168 Cal.App.4th at 129 ("The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct.").

D. <u>The Requested Award for Attorneys' Fees is Reasonable</u>

Plaintiffs, as the prevailing parties in settlement, are entitled to recover attorneys' fees and costs for bringing this PAGA claim. *See* former Labor Code § 2699(g)(1) ("Any employee who

prevails in any action shall be entitled to an award of reasonable attorney's fees and costs…").

California state and federal courts have approved attorneys' fees of approximately one-third of the recovery in class and derivative actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 (recognizing the "percentage of recovery" method), disapproved on another ground by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260, 269-270; *In re Pacific Enterprises, supra,* 47 F.3d at 379 (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method. *See Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id. at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc*. (6th Cir. 1993) 9 F.3d 513, 516 (the percentage of the fund method more accurately reflects the results achieved than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation* (3d Cir. 2005) 396 F.3d 294, 300 ("The percentage-of-recovery method is generally favored in common fund cases.").

Here, Plaintiffs' counsel's fee request of one-third of the escalated Gross Settlement Amount is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. Rowbotham Decl., ¶ 21. In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte, supra,* 1 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates and may then adjust this lodestar figure by a

"multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1134; *Thayer v. Wells Fargo Bank, N.A.* (2001) 92 Cal.App.4th 819, 834 ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation.").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *Wershba, supra*, 91 Cal.App.4th at 255; *see also Chavez, supra*, 162 Cal.App.4th at 66 (approving a multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (multiplier of approximately 2). In class and representative actions, where the value of the benefit conferred "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.

In this case, Plaintiffs' counsel report a combined attorney lodestar of $955,795.00 for 1,206.6 hours of work. Based on the previously estimated escalated Gross Settlement Amount of $2,476,180.46, the requested one-third fee award would be $825,393.49, representing a negative multiplier. A summary of counsel's attorney hours and lodestar is set forth below. Rowbotham Decl., ¶¶ 22-23, Exhibit 8; Ottinger Decl., ¶¶ 27-28, Exhibit 1; Siegel Decl., ¶¶ 11-13, Exhibit 1; Setareh Decl., ¶¶ 20-21, Exhibit 2. The supporting declarations and billing records identify the applicable hourly rates and describe counsel's qualifications and experience.

Counsel	**Attorney Hours**	**Pre-Multiplier Lodestar**
Haines Law Group, APC	592.2	$474,205.00
The Ottinger Firm, P.C.	252.2	$189,410.00
King & Siegel LLP	124.2	$110,830.00
Setareh Law Group	238.0	$181,350.00
Total	**1,206.6**	**$955,795.00**

The quality and quantity of work performed also support the request. Counsel investigated

the claims, litigated overlapping representative issues for years, reviewed and analyzed payroll and timekeeping data, prepared for and attended mediation, conducted and defended depositions, litigated class certification and merits issues in the related *Hale* case, opposed dispositive motions, negotiated the present compromise, revised the settlement papers in response to the Court's concerns, prepared the amended operative complaint and supporting agreements, and assembled the extensive approval package now before the Court. Because it is reasonable to compensate Plaintiffs' counsel commensurate with their skill, reputation, and experience, the requested fee award of one-third of the escalated Gross Settlement Amount is fair and should be approved.

Plaintiffs submit the joint prosecution and co-counsel agreement and the attorney fee division agreement, including Plaintiffs' written consents, as Exhibits 6 and 7 to the Rowbotham Declaration. These materials disclose the agreements among PAGA Counsel concerning the allocation of any Court-approved attorneys' fees. That internal allocation does not alter the total amount sought from the fund or increase Defendants' obligations under the Settlement.

E. <u>The Requested Litigation Costs Are Reasonable</u>

Plaintiffs' counsel respectfully request reimbursement of $109,914.42 in litigation costs, consisting of $13,117.61 for Haines Law Group, APC; $41,984.46 for The Ottinger Firm, P.C.; $12,461.25 for King & Siegel LLP; and $42,351.10 for Setareh Law Group. Rowbotham Decl., ¶ 25, Exhibit 9; Ottinger Decl., ¶ 29, Exhibit 2; Siegel Decl., ¶ 28, Appendix A and Exhibit 4; Setareh Decl., ¶ 16, Exhibit 1.[2] The requested reimbursement is below the $150,000 maximum authorized by the Settlement. Settlement § 3.2.1.

Plaintiffs' counsel's request is fair and reasonable because the costs are documented in the supporting declarations and cost records and were reasonably incurred. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (allowing recovery of out-of-pocket expenses that "would normally be charged to a fee paying client"); *Berkeley Cement, Inc. v. Regents of University of California* (2019) 30 Cal.App.5th 1133, 1142-1143 (reasonably necessary

[2] Plaintiffs' counsel retained James Toney and Jeffrey S. Kane, Ph.D., to perform expert analyses relevant to the claims resolved by this Settlement. Their declarations and supporting invoices are submitted concurrently. Toney Decl., § 3 and attached invoices; Kane Decl., §§ 3-4 and Exhibits A-B.

mediation costs may be reimbursed); *In re Immune Response Securities Litigation* (S.D. Cal. 2007) 497 F.Supp.2d 1166, 1177-1178 (allowing reimbursement of mediation expenses, legal research, copies, postage, filing fees, messenger, and overnight delivery costs). Because the expenses requested by Plaintiffs' counsel were reasonably incurred, the Court should grant reimbursement of $109,914.42 in litigation costs.

F. The Requested Administration Expenses Are Reasonable

Plaintiffs request that the Court approve administration expenses of $75,000.00 for CPT Group, Inc. ("CPT"). Declaration of Julie Green ("CPT Decl."), ¶ 8, Exhibit B; Settlement §§ 1.2, 3.2.2, 7.1. The parties selected CPT to administer the Settlement based on its extensive experience administering settlements and notice programs. CPT Decl., ¶¶ 5-7, Exhibit A. CPT's proposal assumes 28,533 aggrieved employees and estimates administration costs of $92,946.73, which CPT has discounted to a flat fee of $75,000.00. CPT Decl., ¶ 8, Exhibit B.

Under the Settlement, CPT must safeguard the PAGA Member Data, update mailing addresses, calculate Individual PAGA Payments based on covered pay periods, mail the PAGA Letter and checks, process returned mail, conduct address searches, and issue replacement checks. CPT must also provide bi-weekly distribution reports, perform the required second attempt to facilitate payment of checks remaining uncashed after 90 days, remit the LWDA payment, and transmit funds from checks remaining uncashed after their void dates to the California Unclaimed Property Fund. Settlement §§ 3.2.3.1, 4.1-4.3.5, 7.4. CPT will also establish a qualified settlement fund, provide telephone and website support, and perform applicable tax reporting. CPT Decl., ¶ 7, Exhibit B; Settlement § 7.3.

In light of the anticipated number of recipients, the scope of the required services, and CPT's discounted proposal, the requested administration expense is reasonable. CPT Decl., ¶¶ 7-8, Exhibit B. Any administration expenses exceeding $75,000.00 require a showing of good cause and Court approval, and any unused portion remains in the Net Settlement Amount. Settlement § 3.2.2.

G. This Court Should Approve Representative Enhancement Payments

Courts routinely approve enhancement payments to compensate named plaintiffs for the

services they provide and the risks they assume in representative litigation. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 (affirming $10,000 incentive awards); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 ("[I]t is established that named plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class."). Courts have also approved representative enhancement payments in PAGA-only settlements. The attached exemplar includes signed orders approving payments of $5,000 per plaintiff in *Brooks v. Home Care Assistance of California, LLC*, Los Angeles Superior Court Case No. 21STCV06850, and *Ortega v. Key Energy Services, LLC*, Kern County Superior Court Case No. BCV-23-102240-BCB. Rowbotham Decl., ¶ 31, Exhibit 13, pp. 3, 8.

Here, Plaintiffs request representative enhancement payments of $2,500.00 each for Plaintiffs Bryant, Rodgers, Saldana, Hale, and Gomez, for a total request of $12,500.00. Settlement §§ 3.2.4-3.2.5. These requests are modest. They are supported by the Plaintiffs' declarations, which identify the number of hours each Plaintiff spent on the case, the tasks each performed, the burdens each assumed, and the risks each accepted by serving as a representative. Bryant Decl., ¶¶ 7-11; Rodgers Decl., ¶¶ 14-18, 20-22; Saldana Decl., ¶¶ 8-12; Hale Decl., ¶¶ 4-9; Gomez Decl., ¶¶ 4-9. The requested payments are reasonable in light of Plaintiffs' efforts, the time they devoted to prosecuting and resolving this action, and the obligations and risks they undertook on behalf of the State of California and the PAGA Members. Each requested payment is also well below amounts courts routinely approve in representative litigation. Accordingly, the requested representative enhancement payments are appropriate and should be approved as part of the Settlement.

H. Plaintiffs Complied with the Court's Prior Orders and PAGA's LWDA Submission Requirements

In response to the concerns raised in the Court's August 20, 2026 Order, Plaintiffs submit the PAGA notices discussed in Section II.B and identified in Settlement § 1.21 as Exhibit 3 to the

Rowbotham Declaration. The operative complaint identifies Rodgers's employment, the challenged practices, and the supporting notices. First Amended Complaint, ¶¶ 8, 18-22, 27-35. Sections II.C and III above describe the claims, employee population, covered period, and limits of the proposed release.

Plaintiffs submitted the proposed Settlement to the LWDA concurrently with its submission to the Court, as required by former Labor Code § 2699(l)(2), and file proof of service concurrently. Plaintiffs also submit the fully executed settlement agreement, operative complaint, joint prosecution agreement and fee-sharing materials, declarations of Plaintiffs, counsel, and the Settlement Administrator, proposed PAGA letter, and clean and redlined versions of the revised settlement documents.

As required by the Court's January 23, 2026 Order, Plaintiffs submit all individual settlement agreements executed to date by the named Plaintiffs as Exhibit 10 to the Rowbotham Declaration. Plaintiffs will submit an updated declaration before the hearing reporting the status of the remaining individual settlements and attaching any additional executed agreements. Upon Court approval and implementation of the Settlement, completion of the individual settlements, and entry of any necessary dismissals, Plaintiffs' litigation against Defendants will be fully concluded.

V. CONCLUSION

For the reasons stated herein, the Court should grant Plaintiffs' Motion in its entirety and adopt the [Proposed] Judgment and Order submitted with this Motion.

Dated: October 23, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____
Andrew J. Rowbotham
Attorneys for Plaintiffs