Bhatia Law Firm, PC
Sunjay Bhatia (SBN 304227)
3620 Pacific Coast Highway, Suite 200
Torrance, CA 90505
Telephone: 424-452-6221
Email: sunjay@bhatiafirm.com

Attorneys for Plaintiff Diego Trejo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UNLIMITED CIVIL JURISDICTION

DIEGO TREJO, an individual, Plaintiff, vs. BURGERLORDS CPG, LLC, a Delaware limited liability company; TOWERVIEW HOLDINGS, INC., a Delaware corporation; WAKE AND LATE, an entity of unknown form; BENJAMIN RICHTER, an individual; and Does 1 through 50, inclusive, Defendants.	Case No.: 25STCV06854 **PLAINTIFF DIEGO TREJO'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** [*concurrently filed with Declaration of Sunjay Bhatia in Support of Plaintiff's Motion of Approval of PAGA settlement*] Date: December 30, 2025 Time: 08:30 A.M. Assigned to Hon. Doreen B. Boxer Dept. 19 Date Action Filed: March 10, 2025 **RESERVATION ID: 808809842715**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on **December 30, 2025, at 08:30 AM**, or as soon thereafter as the matter may be heard, in Department 19 of the above-entitled Court located at 111 North Hill Street, Los Angeles, California 90012, Plaintiff Diego Trejo ("Plaintiff" or "Trejo") will and hereby does move this Court for an order approving the Settlement Agreement and Release of Claims and entering the [Proposed] Order Granting Approval of PAGA Settlement and Judgment.

The Settlement under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 et seq. ("PAGA") is on behalf of Plaintiff and other non-exempt employees in California (collectively with Plaintiff, "the Aggrieved Employees") of Towerview Holdings, Inc., Burgerlords CPG, LLC, Wake and Late, and Benjamin Richter (collectively "Defendants") who worked for Defendants in California during the period from August 08, 2024 to the date the [Proposed] Order Granting Approval of PAGA Settlement and Judgment is entered (the "Settlement Period").

The Settlement reflects a fair, adequate, and reasonable compromise of all disputed PAGA claims in view of Defendants' potential liability exposure compared to the risks of continued litigation. In view of the foregoing, the Court should approve the Settlement and enter the [Proposed] Order Granting Approval of PAGA Settlement and Judgment.

The Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declaration of Sunjay Bhatia, all exhibits thereto, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented in connection with the hearing on the Motion.

DATED: November 20, 2025

Bhatia Law Firm, PC

By: ______________________
Sunjay P. Bhatia, Esq.
Attorneys for Plaintiff

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Plaintiff Diego Trejo ("Plaintiff" or "Trejo") submits this Memorandum of Points and Authorities in support of his unopposed Motion for Approval of PAGA Settlement, which seeks to approve the Settlement Agreement and Release of Claims (the "Settlement") with Defendants Towerview Holdings, Inc., Burgerlords CPG, LLC, Wake and Late, and Benjamin Richter (collectively "Defendants"). Plaintiff brings this motion under Labor Code section 2699(l) of the PAGA for Court approval of the civil penalties sought as part of the Settlement. The Motion and Settlement seek to dispose of the PAGA cause of action ("PAGA Action"). The PAGA Action is solely for civil penalties under the PAGA and arises from claims for alleged failures to provide meal and rest periods to Defendant's hourly employees and related derivative claims. Based on Plaintiff's and her counsels' investigation and evaluation, Plaintiff is of the opinion that the Settlement represents a reasonable and adequate settlement of strongly disputed claims and is in the best interests of all parties and will be fairly distributed between Plaintiff, the State of California, and the Aggrieved Employees. Through this motion, therefore, Plaintiff respectfully requests that this Court approve the Settlement and enter the [Proposed] Order Granting Approval of PAGA Settlement and Judgment because the Settlement warrants approval based on all indicia for fairness, reasonableness, and adequacy.

II.

FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff's Relationship with Defendants.

Defendants employed Plaintiff from October 2022 until his resignation on or around October 15, 2024. Plaintiff alleges that Defendants hired him as a Staff Manager and improperly classified him as an exempt employee despite earning a salary ranging from $60,000.00-$65,000.00 annually and performing roles outside of the required duties the California Labor Code prescribes for exempt employees. As a result of this employment arrangement, Plaintiff alleges that Defendants deprived him of legally mandated duty-free meal and rest periods and overtime pay.

Plaintiff also alleges that, because of the foregoing reasons, Defendants failed to maintain proper record keeping of Mr. Trejo's hours that is supposed to provide a clear overview of his exact hours worked and breaks that he was entitled to take. As a result, Defendants issued Plaintiff several inaccurate wage statements throughout his employment with them. Plaintiff also alleges that he was not provided all wages owed at the time of his resignation and that Defendants failed to reimburse him for business expenses incurred as a result of his employment.

B. Plaintiff's Complaint for Individual Causes of Action.

As a result of the foregoing issues stated above, Plaintiff filed this Action for his individual claims under the California Labor Code and for Constructive Discharge in Violation of Public Policy on March 10, 2025.

C. The Parties Enter into a Stipulation to Stay the Case and Voluntarily Mediate.

On June 02, 2025, the Parties entered into a Stipulation to Stay Proceedings through September 12, 2025 to allow parties to engage in a scheduled mediation session on August 12, 2025 with Jonathan D. Andrews, Esq.

D. Plaintiff's Notice to the LWDA.

On August 08, 2025, Plaintiff notified the California Labor and Workforce Development Agency ("LWDA") of his claims against Defendant Towerview Holdings, Inc. Plaintiff stated his claims on behalf of himself and other non-exempt employees of Towerview in California.

On September 16, 2025, Plaintiff submitted an amended notice to the LWDA of his claims against the remaining Defendants. Plaintiff stated his claims on behalf of himself and other hourly or non-exempt employees of Defendants in California. In his PAGA Notice, Plaintiff alleges on behalf of himself and other aggrieved employees, that Defendants violated PAGA by: (1) misclassifying Plaintiff and other aggrieved employees as an exempt employees, (2) failing to provide meal periods, (3) failing to provide rest periods, (4) failing to pay minimum and overtime wages, (5) failing to provide accurate wage statements, (6) failing to timely pay all wages owed upon separation of employment, (7) failing to provide for indemnification for business expenses, and (8) failing to maintain accurate records.

E. The Parties Mediate the Individual Claims and the PAGA Claims.

After exchanging informal discovery, including Plaintiff's personnel records, including Plaintiff's time and pay records, Defendants' wage and hour policies and paychecks issued to Plaintiff, the Parties participated in a mediation session with Jonathan Andrews, Esq. of Signature Resolution on August 12, 2025. Through that mediation, which was conducted at arm's length, Plaintiff and Defendant agreed to the core terms of the Settlement. Defendants vehemently deny liability to Plaintiff and the Aggrieved Employees, and has agreed to settle the Action for Plaintiff's individual claims and for the PAGA Claims for purposes of finality without admitting fault.

F. Plaintiff Files the Amended Action to Include PAGA Claims and Moves for PAGA Settlement Approval.

On November 10, 2025, Plaintiff filed the Amended Action to included PAGA Claims after Plaintiff and Defendant finalized the Settlement. Plaintiff now moves for approval of the Settlement.

III.

OVERVIEW OF THE SETTLEMENT

A. Aggrieved Employee Definition.

The Settlement defines the Aggrieved Employees as all persons currently or formerly employed by Defendants in California, as non-exempt, hourly-paid and non-exempt, salary-paid employees from August 08, 2024 to the date of settlement approval. (the "Settlement Period").

B. Monetary Terms of the Settlement.

Defendants agreed to pay a total of $117,000.00 ("Gross Settlement Amount") to settle the PAGA Claims of the lawsuit. In consideration for the release of claims of Plaintiff and the Aggrieved Employees against Defendant (described more fully below), Defendant agreed to pay $117,000.00 toward the Gross Settlement Amount which will be divided among administration costs, litigation costs, attorney's fees, non-wage civil penalties, the Labor and Workforce

Development Agency, and a payment to settle all individual claims with Plaintiff (Plaintiff's incentive payment). Each Aggrieved Employee will receive a portion of the non-wage civil penalties on a pro-rata basis depending on the number of Qualifying Wage Statements Defendant issued them during the Settlement Period. The Maximum Settlement Amount will be divided as follows:

1. Up to Four Thousand Nine Hundred and Fifty Dollars and Zero Cents ($4,950.00) in administration costs to Phoenix Settlement Administrators to administer the Settlement;
2. Up to Nine Thousand Dollars ($9,000.00) in litigation costs to Bhatia Law Firm, PC'
3. Up to Thirty-Nine Thousand Dollars and Zero Cents ($39,000.00) in attorney's fees to Bhatia Law Firm, PC;
4. Up to Five Thousand Dollars ($5,000.00) as an incentive payment to Plaintiff.

The remaining portion after these deductions is estimated to be no less than Fifty-Nine Thousand and Fifty Dollars and Zero Cents ($59,050.00) and is referred to the Net Settlement Amount. It will be divided as follows:

1. No less than Thirty-Eight Thousand Three Hundred and Eighty-Two Dollars and Fifty Cents ($38,382.50) to the LWDA (65% of the Net Settlement Amount); and
2. No less than Twenty Thousand Six Hundred and Sixty-Seven Dollars and Fifty Cents ($20,667.50) to the Aggrieved Employees.

C. Release of Claims

The Settlement Agreement contains the following release of claims by Plaintiff and on behalf of the Aggrieved Employees:

1. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Plaintiff's Individual Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

1.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences prior to the date of this Settlement, known or unknown, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts alleged, or in any way related to the facts contained in either the Amended Action or PAGA Notice ("Plaintiff's Release") and any and all known or unknown liabilities, claims, demands for damages, costs, attorneys' fees, indemnification, contribution, or any other thing for which Plaintiff has or may have, including known or unknown causes of action, claims, or demands for damages, costs, attorneys' fees, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

1.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect exists in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

1.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties for the duration of the PAGA Period from all claims and theories of recovery for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Amended Action or the PAGA Notice, including, all claims for civil penalties under PAGA for failure to pay for all hours worked, misclassification, unpaid wages (including minimum wage, straight time, overtime and double time, as well as any off-the-clock work), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to pay premium wages at the correct regular rate, failure to pay final wages, failure to maintain accurate time and payroll records, provide accurate wage statements, failure to provide personnel and/or employment records, failure to pay vacation wages, failure to reimburse business expenses, failure to pay split shift premiums, failure to pay reporting time pay, failure to provide sick leave (including supplemental sick leave), failure to pay sick leave, failure to timely pay wages during employment, failure to pay employees all gratuities earned and owed, unlawful noncompete practices, unlawful deductions, unlawful agreements, failure to keep requisite payroll records, failure to pay rest periods and nonproductive time for workers paid on a piece rate and/or commission basis, and for attorneys' fees and costs..

1.2.1 The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Settlement and the associated release of claims and rights under the PAGA.

1.3 Release by PAGA Counsel:

PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Amended Action and the PAGA Period facts stated in the Amended Action and the PAGA Notice.

D. Timing of Payments

Within fifteen (15) calendar days, after the Effective Date, Defendants shall deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. Within fifteen (15) days of the Effective Date, Defendants shall provide the Gross Settlement Amount to the Settlement Administrator. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee].

IV.

ARGUMENT

A. Class Certification is Not Required for a PAGA Settlement.

While this lawsuit is a representative action involving individuals who are not named plaintiffs in the lawsuit, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore do not need to follow the class action procedures for obtaining approval of this Settlement. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969.) As this is a PAGA-only case, there is no issue of ascertainability. However, here, Plaintiff maintains that the number of Aggrieved Employees is ascertainable because those employees may be identified by reference to Defendant's records and Defendant has agreed to share the relevant information from its records to facilitate the process. Therefore, the number of Aggrieved Employees is ascertainable.

B. This Court Should Approve the Settlement Because It Is a Fair, Adequate, and Reasonable Compromise of Disputed Claims.

California courts favor settlement. (See e.g., *Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236.) For the reasons discussed below, this Court should approve the PAGA Settlement.

1. The Settlement was reached at arms' length through experienced counsel with the assistance of an experienced mediator with sufficient information to intelligently negotiate a fair settlement in view of the claims asserted and risks of continued litigation.

The Settlement and its terms represent a reasonable and adequate settlement of highly disputed claims, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law. The Parties conducted significant investigation of the facts and law in advance of mediation. Such discovery and investigations have included, inter alia, the production and analysis of information pursuant to informal discovery as well as interviews with Plaintiff and absent Aggrieved Employees.

Counsel for the Parties further investigated the applicable law as applied to the facts discovered regarding the Plaintiffs' claims, the defenses thereto, and the Labor Code violation claimed by Plaintiff. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the lawsuit, and further deny that, for any purpose other than settling the lawsuit, the lawsuit is appropriate for representative treatment. It is the desire of the Parties, however, to fully, finally, and forever compromise, and discharge all claims known or unknown related to the alleged lawsuit.

Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement represent a reasonable and adequate settlement of strongly disputed claims and are in the best interests of Trejo, the Aggrieved Employees, the State of California, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the Settlement for each Aggrieved Employee is fair, reasonable and adequate, given the inherent risks of litigation.

During informal discovery, Defendants provided Plaintiff's counsel with information regarding the employment of Plaintiff and the Aggrieved Employees during the Settlement Period. Plaintiff contends that each of the Aggrieved Employees experienced an unpaid wage violation each pay period as a result of alleged meal and rest period violations and related claims. Under the applicable civil penalty statutes, an employee who suffers a Labor Code violation, may be awarded a sum of money for each pay period in which he was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. Under the PAGA, stipulations of settlement and release require Court approval and submission to the LWDA ("The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court"). (*Id.*)

Under the civil penalty formulas applicable under the new 2024 PAGA Reform, Plaintiff estimated that the maximum potential civil penalty award is approximately $3.4 million for all Aggrieved Employees during the relevant time period. It is highly unlikely (especially under New PAGA) that Plaintiff will receive the maximum estimated civil penalties amount. Plaintiff is aware of no significant awards under the PAGA in state court and in Plaintiff's counsel's personal experience, PAGA penalty awards are small even for egregious, intentional violations of the Labor Code. PAGA allows employees to seek civil penalties for certain violations of the Labor Code so long as penalties are not unjust, arbitrary, oppressive, or confiscatory. See Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."). (*Id*.) Additionally, under New PAGA, an employee who recovers civil penalties for underlying wage violations is now prohibited from collecting civil penalties for related or derivative claims of failure to pay wages at termination, failure to pay wages during employment (unless willful or intentional), or failure to provide a compliant wage statement (unless knowing or intentional).

New PAGA gives Defendants a substantial advantage in advocating for significantly lesser penalties than the maximum potential amount. First, Plaintiff has the burden to establish that Defendants' conduct giving rise to the violation was "malicious, fraudulent, or oppressive." (Lab. Code § 2699(f)(2)(B)(ii).) Civil Code § 3294 provides in pertinent part,

(1) "Malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others.

(2) "Oppression" means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.

(*Id*., § 3294(c)(1)-(2).)

Under the foregoing standard, there is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of malicious, fraudulent, or oppressive conduct. Defendants could show that it acted unintentionally and in good faith and that its wage and hour practices were neither malicious, fraudulent, or oppressive.

Further, Defendants can take advantage of the generous cure opportunities enacted under New PAGA to substantially reduce default penalties by up to eighty-five percent (85%)[1] if they show that they took "all reasonable steps" to be in compliance with the California Labor Code

[1] New PAGA provides that "prior to receiving the notice of violation required by Section 2699.3, or prior to receiving a request for records pursuant to Section 226, 432, or 1198.5 from the aggrieved employee or the employee's counsel, the person alleged to have committed the noticed violation has taken all reasonable steps to be in compliance with all provisions identified in the notice, the civil penalty that may be recovered in a civil action pursuant to this part shall not be more than 15 percent of the penalty sought under subdivision (a) or (f)." (Lab. Code. § 2699(g)(1).)

before receiving the PAGA Notice or by up to Seventy Percent (70%)[2] if they establish taking "reasonable steps" withing sixty (60) days after receiving the PAGA Notice. New PAGA defines "reasonable steps" to include, but are not limited to, any of the following: "conducted periodic payroll audits and took action in response to the results of the audit, disseminated lawful written policies, trained supervisors on applicable Labor Code and wage order compliance, or took appropriate corrective action with regard to supervisors." (Lab. Code § 2699(g)(2).) "Whether the employer's conduct was reasonable shall be evaluated by the totality of the circumstances and take into consideration the size and resources available to the employer, and the nature, severity and duration of the alleged violation." (*Id.*)

Applying the foregoing standards of New PAGA, Defendants in this matter are likely to establish that they took all "reasonable steps" to comply with the Labor Code prior to receiving Plaintiff's PAGA Notice and can most certainly prove up taking these steps after receiving PAGA Notice. Since the inception of this Action, Defendants have retained highly competent defense counsel through a sophisticated international law firm of Greenberg Traurig, LLP and have likely been counseled to take these remedial steps to mitigate PAGA penalty exposures.

Defendants could also convince the Court to dismiss the claims due to unmanageability. In (*Ortiz v. CVS Caremark Corp*.), the court dismissed a PAGA claim because it was unmanageable. ((N.D. Cal. 2014) 2014 WL 1117614, at *3–4.) The *Ortiz* court cited the "multitude of individualized assessments" that case would have required in ordering dismissal. (*Id.* at *4.) Several other courts have adopted *Ortiz*, and dismissed PAGA claims where, as here, there are a large number of allegedly aggrieved individuals whose claims require individual assessments. (See, e.g., *Litty v. Merrill Lynch & Co*. (C.D. Cal. 2014) 2014 WL 5904904, at *3; *Bowers v. First Student, Inc*., (C.D. Cal. 2015) 2015 WL 1862914, at *4; see also *Stafford v.*

[2] New PAGA provides that, "if within 60 days after receiving the notice of violation required by Section 2699.3, the person alleged to have committed the noticed violation has taken all reasonable steps to prospectively be in compliance with all provisions identified in the notice, the civil penalty that may be recovered in a civil action under this part shall not be more than 30 percent of the penalty sought under subdivision (a) or (f)." (Lab. Code. § 2699(h)(1).)

Dollar Tree Stores, Inc., (E.D. Cal. 2014) 2014 WL 6633396, at *2–4 (bifurcating trial of plaintiff's claim from representative claims: "in light of the number of potential aggrieved employees, judicial economy favors deferring the representative portion of the PAGA claim"); *Amey v. Cinemark USA Inc.* (N.D. Cal. May 13, 2015) 2015 WL 2251504, at *16.)

The risk of an unmanageable trial is heightened in a representative PAGA claim because the burden of proof rests with the plaintiff to establish violations of the Labor Code "with respect to each and every individual on whose behalf [they] seek[] to recover civil penalties." (*Molina v. Dollar Tree Stores, Inc.*, (C.D. Cal. Aug. 9, 2013); 2013 U.S. Dist. LEXIS 138642, at *33-34; *Hibbs-Rines v. Seagate Techs, LLC*, (N.D. Cal. Mar. 2, 2009) 2009 WL 513496, at *4.) Moreover, in a PAGA case the plaintiffs must prove liability with respect to "each and every individual" through representative evidence – but without sacrificing the defendant's due process right to present proof of their affirmative defenses. (*Elkins v. Superior Court*, (2007) 41 Cal.4th 1337, 1357; *Walmart Stores, Inc. v. Dukes*, (2011) 131 S.Ct. 2541, 2561; *Duran v. U.S. Bank Nat'l Ass'n*, (2014) 59 Cal.4th 1, 33-34. Plaintiff is required to establish a violation of the Labor Code with respect to "each and every" one of the approximately 323 Aggrieved Employees. The Court could find that this is an impossible task and require the Aggrieved Employees to bring individual claims instead of a PAGA representative claim.

While some of the evidence gathered through Plaintiff's investigation supports the merits of the claims asserted in this lawsuit, Plaintiff recognizes that continued litigation presents significant risks that support a downward departure from his estimated civil penalties amount. This is especially true in light of New PAGA's applicability in this matter. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and are in the best interest of Plaintiff and the Aggrieved Employees, and thus, warrants approval. *(*See *Laguna v. Coverall N. Am., Inc.* (2014) 772. F.3d 608.)

2. The Settlement fairly, adequately, and reasonably compensates Aggrieved Employees because each Aggrieved Employee will be paid based on the potential extent of his or his injury compared to other Aggrieved Employees.

Each Aggrieved Employee will receive a portion of the non-wage civil penalties on a pro-rata basis depending on the number of pay periods Defendants employed them for during the Settlement Period. Because this method compensates Aggrieved Employees based on the extent of their potential injuries, in that Aggrieved Employees who worked for Defendant longer would have been subject to more alleged violations, it is fair, adequate, and reasonable.

3. The proposed award of attorneys' fees and costs are fair, adequate, and reasonable and should be approved.

Plaintiff's counsel requests thirty-nine thousand dollars ($39,000.00) in attorneys' fees and up to nine thousand dollars ($9,000.00) in expenses. This fee will compensate Plaintiff's counsel for all work performed to date including, without limitation: the initial investigation into Plaintiff's claims, obtaining and reviewing Plaintiff's personnel records, preparing a notice to the LWDA, obtaining and reviewing informal discovery from Defendant, preparing civil penalties calculations, preparing detailed mediation brief, participating in a full day of mediation, finalizing a long-form settlement agreement, and facilitating the approval of the Settlement. Plaintiff's counsel also expects to perform additional work on this case if the Court grants approval of the Settlement, including supervision of the Claims Administrator's disbursement of the settlement funds to the Aggrieved Employees. The written retainer agreements Plaintiff's counsel entered with the Plaintiff provided that his counsel may elect to recover either (a) statutorily awarded attorney fees or (b) up to 40% of any recovery.

"[R]egardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 (*Chavez*)); *In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*") [affirming 33% fee award]; *Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 [awarding 33% of total fund amount].) This is also consistent with Plaintiff's counsels' experience in wage and hour matters.

Under the lodestar method, the court computes the "lodestar" amount by multiplying the number of hours reasonably extended by each attorney or legal staff member by their reasonable hourly rates. (E.g., *Serrano v. Priest* (1977) 20 Cal.3d 25, 48 (*Serrano II*).) The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. (*Id.* at p. 49*; Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *PCLM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096; *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834 ["[t]here is no ... rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar"].)

Under California law, lodestar multipliers can range from 2 to 4 or even higher. (See, e.g., *Chavez*, 162 Cal.App.4th at p. 49; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 (*Wershba*).) In class actions such as this one, where the value of the benefit conferred to the class "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 doing so, "the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services." (*Id.* at p. 556.)

The lodestar of Plaintiff's counsel is approximately $27,095.14, which results in an extremely modest multiplier of 1.44. The approximate hours Plaintiff's counsel expended on this case are set forth in the table below:

Attorney	**Rate**	**Hours**	**Lodestar**
Sunjay Bhatia	$500.00	54.19	$27,095.14

Here, the following factors support the use of a multiplier: (1) that Plaintiff's counsel is experienced in similar litigation and used that experience to obtain a substantial recovery on behalf of the State of California and aggrieved employees in a case fraught with risk; (2) that Plaintiff's counsel did this case on contingency; and (3) that Plaintiff's counsel did so against a formidable adversary opposing counsel firm.

Finally, the strength of opposing counsel supports the use of a multiplier in this case. (See, e.g., *Vizcaino v. Microsoft Corp.*, (W.D. Wash. 2001) 142 F.Supp.2d 1299, 1303.) Here, Greenberg Traurig represents Defendants. Greenberg Traurig is one of the preeminent law firms in the United States and has extensive experience aggressively defending wage and hour matters like this one. In turn, Plaintiff's counsels deserve to be compensated for the results they achieved against such a formidable adversary.

In view of Plaintiff's counsel's efforts and risks in pursuing this case, these amounts are well within the range of reasonableness and thus warrant this Court's approval. Plaintiff's counsel anticipates that the fees and the costs will rise during settlement administration. Additionally, Plaintiff's counsel will adequately represent Plaintiff and the Aggrieved Employees. Therefore, in view of Plaintiff's counsels' efforts and the risks discussed above, the attorneys' fees and costs are well within the range of reasonableness and thus warrant this Court's approval.

4. The incentive payment to Plaintiff is also fair, adequate, and reasonable and should be approved.

Plaintiff's incentive payment in this case is relatively small and as such it is no inducement to Plaintiff to sell out the interests of the State or other Aggrieved Employees. It makes good sense to permit an incentive award to the named Plaintiffs in a PAGA lawsuit because the other Aggrieved Employees will be unjustly enriched by receiving the PAGA plaintiff's service for free. (*In re Linerboard Antitrust Litigation*, 2004-1 Trade Cas. (CCH) ¶ 74458, 2004 WL 1221350, *18 (E.D. Pa. 2004), order amended, 2004 WL 1240775 (E.D. Pa. 2004) ("Like the attorneys in this case, the class representatives have conferred benefits on all other class members, and they deserve to be compensated accordingly."); *In re Plastic Tableware Antitrust Litigation*, 1995-2 Trade Cas. (CCH) ¶ 71192, 1995 WL 723175, *2 (E.D. Pa. 1995) ("Payments to class representatives may be considered a form of restitutionary relief within the discretion of the trial court. They may also be treated as a reward for public service and for the conferring of a benefit on the entire class." (citation omitted)); Theodore Eisenberg and Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs*: An Empirical Study, 53 UCLA L. Rev. 1303, 1313 (2006) ("From a doctrinal perspective, incentive awards have been justified as a form of restitution for a benefit conferred on others." (citing *Matter of Continental*

Illinois Securities Litigation, 962 F.2d 566, 571 (7th Cir. 1992), as amended on denial of reh'g, (May 22, 1992))).

Here, Plaintiff's incentive payment of $5,000.00 is entirely reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved Employees. Plaintiff devoted many hours advancing the interests of the Aggrieved Employees. Plaintiff has done this, by, among other things, retaining experienced counsel, providing him with information about his work history with Defendants, assisting in contacting absent Aggrieved Employees to gather information, participating in mediation, and being actively involved in the settlement process to ensure a fair result for the Aggrieved Employees as a whole. In doing this, Plaintiff has been exposed to significant risks, including the risks of intrusive discovery and being ordered to pay Defendants' costs if the Action was unsuccessful. The efforts and risks that Plaintiff undertook on behalf of the Aggrieved Employees show that the proposed incentive payment warrants this Court's approval.

V.

CONCLUSION

For the reasons set forth herein, this Court should grant Plaintiff's motion in its entirety and adopt the [Proposed] Order Granting Approval of PAGA Settlement and Judgment submitted herewith.

Respectfully Submitted,

DATED: November 20, 2025

Bhatia Law Firm, PC

By: ______________________

Sunjay P. Bhatia, Esq.
Attorneys for Plaintiff
Diego Trejo

ACTIVE 716633010v1

PROOF OF SERVICE

DIEGO TREJO vs. TOWERVIEW HOLDINGS, INC., et al.

Case No.: 25STCV06854

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to this action. My business address is 3620 Pacific Coast Highway, Suite 200, Torrance, CA 90505

On November 20, 2025, I caused the documents described as:

PLAINTIFF DIEGO TREJO'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;

DECLARATION OF SUNJAY BHATIA IN SUPPORT OF PLAINTIFF DIEGO TREJO'S MOTION FOR APPROVAL OF PAGA SETTMENT

to be served on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope(s) addressed as stated on the attached mailing list as follows:

Ryan Bykerk, Esq.
Greenberg Traurig, LLP
Counsel for Towerview Holdings, Inc.
18565 Jamboree Road
Suite 500
Irvine, CA 92612
Via Email Only: bykerkr@gtlaw.com

____ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

_X__BY ELECTRONIC SERVICE: The email service of the documents was transmitted to the recipient and no error was responded. I caused the computer to print a record of the transmission.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 20, 2025 at Torrance, California.

Sunjay Bhatia ____________ [signature]

Make a Reservation

DIEGO TREJO vs BURGERLORDS CPG, LLC, et al.

Case Number: 25STCV06854 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2025-03-10 Location: Stanley Mosk Courthouse - Department 19

Reservation

Case Name:
DIEGO TREJO vs BURGERLORDS CPG, LLC, et al.

Case Number:
25STCV06854

Type:
Motion re: (PLAINTIFF DIEGO TREJO'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF)

Status:
RESERVED

Filing Party:
Diego Trejo (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 19

Date/Time:
12/30/2025 8:30 AM

Number of Motions:
1

Reservation ID:
808809842715

Confirmation Code:
CR-42RZK9EJJUYFPQNYM

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Payment Date:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations

Chat