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LYNN CHASSIE, and on behalf of others similarly
situated, and on behalf of other aggrieved employees
pursuant to the Private Attorneys General Act

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SAFETY, INC., a California corporation, and
ANDREW WUNDERLICH, an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – UNLIMITED JURISDICTION**

DAVID FREDERICK BITONTI JR., and
MERRIT LYNN CHASSIE, individually,
and on behalf of others similarly situated,
and on behalf of other aggrieved employees
pursuant to the Private Attorneys General
Act

Plaintiffs,

vs.

TEEN ROAD TO SAFETY, INC., a
California corporation; ANDREW
WUNDERLICH, an individual; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 30-2023-01333703-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
DEVIN RAUCHWERGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: September 4, 2025
Time: 2:00 PM
Dept.: CX104
Judge: Hon. Melissa McCormick

1 **SUPPLEMENTAL DECLARATION OF DEVIN RAUCHWERGER**

2 I, Devin Rauchwerger, declare as follows:

3 1. I am an attorney at law duly licensed to practice before all of the courts of the State
4 of California, and I am a partner at Domb & Rauchwerger LLP (“Class Counsel”) attorneys of
5 record for Plaintiffs David Frederick Bitonti Jr. (“Plaintiff Bitonti”) and Plaintiff Merrit Lynn
6 Chassie (“Plaintiff Chassie”) (collectively “Plaintiffs” or “Class Representatives”) and the
7 proposed settlement class (the “Class Members”) in the above-captioned matter. Except as
8 otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a
9 witness, could and would competently testify thereto under oath. I submit this supplemental
10 declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
11 Settlement (the “Motion”).

12 2. Attached as **Exhibit 6** is the redlined version of the Revised Class Notice, showing the
13 Court the specific changes that were made to the Class Notice, along with the Exclusion and Objection
14 Forms.

15 3. Attached as **Exhibit 7** is the redline version of the Revised Proposed Order, showing the
16 Court the specific changes that were made to the Proposed Order.

17 4. Pursuant to California Labor Code section 2699(l), the Settlement Agreement as well as
18 all original moving papers and supplemental papers have been provided to the Labor and Workforce
19 Development Agency and a proof of service has been concurrently filed via the LWDA’s website.
20 Attached hereto as **Exhibit 8** is a true and correct copy of the proof of services filed in connection
21 with Plaintiffs’ June 28, 2023 PAGA Notice.

22 5. My paralegal Jessica Delgado, who served the original Settlement Agreement on the
23 LWDA, is currently out on maternity leave. As such, I am uncertain whether all moving papers, including
24 the memorandum of points and authorities in support of the Motion for Preliminary Approval and
25 Declarations in support were served on the LWDA at the time the original Settlement Agreement was
26 served on the LWDA. As such, out of an abundance of caution, all papers, including both the original
27 briefing and supplemental briefing, were resent to the LWDA.

28 6. As outlined in the moving papers, the Net Settlement Amount will be approximately

1 \$220,000. The estimated Net Settlement Amount of \$102,500 is calculated by taking the \$220,000 Gross
2 Settlement Amount and subtracting: the requested attorneys' fees of 35% of the Gross Settlement Amount
3 (\$77,000), reimbursement of litigation costs (not more than \$14,000), Class Representative Service
4 Payments of not more than \$7,500 to Class Representative Bitonti, and not more than \$5,000 to Class
5 Representative Chassie, the LWDA PAGA Payment of \$10,000, and Administrator Expenses Payment
6 at the quoted amount of \$4,000. Based on these figures, along with the Class data provided by Defendant,
7 I calculate the lowest Individual Class Payment at approximately \$320.67, the highest at approximately
8 \$7,624.82, and the average Individual Class Payment is approximately \$3,438.91.

9 7. The total PAGA Penalty amount is \$10,000, with 75% or \$7,500 allocated to the LWDA
10 and 25% or \$2,500 allocated to the Aggrieved Employees. Based on these figures, I calculate that the
11 average Individual PAGA Payment is approximately \$86.15. The lowest Individual PAGA Payment is
12 approximately \$16.05, the highest is approximately \$144.05.

13 8. I estimate Plaintiff Bitonti's total compensation for his Individual Class Payment will be
14 \$3,277.96 and \$144.45 for his Individual PAGA Payment. I estimate Plaintiff Chassie's total
15 compensation will be \$1,959.65 for her Individual Class Payment and \$0 for her Individual PAGA
16 Payment.

17 9. The unique circumstances of this case justify an upward deviation of the attorney's fees
18 award from 33.33% to 35%. This case involved a small number of employees (29) and my firm assumed
19 a substantial risk that the relatively limited aggregate damages would justify the time and resources
20 required to successfully litigate the case. Nonetheless, my firm expended considerable time and effort,
21 which will be demonstrated in the motion for final approval, investigating claims, engaging in discovery,
22 preparing for mediation and settlement, and navigating complex legal issues—without any guarantee of
23 compensation. Despite the risk involved in pursuing this litigation, my team was able to obtain an
24 outstanding settlement amount, with an average settlement amount of \$3,438.91 for each Class Member.
25 Given each class member is receiving substantial value in the case, yet the total gross settlement amount
26 is relatively small because of the very small class size (meaning Class Counsel's award is not particularly
27 large compared when compared to other class action cases that might settle for seven figures but provide
28 significantly less benefit to the class members), the circumstances justify the 1.67% percent increase over

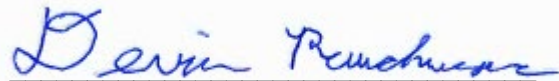
1 the 33.33% for the attorney's fee award.

2 10. Plaintiffs were actively involved in the prosecution of this matter. Plaintiff Bitonti was a
3 significant contributor to this case and helped obtain the outstanding result for a small group of employees.

4 11. Attached hereto as **Exhibit 9** is an itemized list of Plaintiffs' counsel's litigation costs to
5 date.

6 12. On August 22, 2025, Defense Counsel Kate Den confirmed that Defendant agreed to
7 extend Plaintiffs' deadline to file supplemental briefing to August 22, 2025. A true and correct copy of this
8 correspondence is attached hereto as **Exhibit 10**.

9 I declare under penalty of perjury under the laws of the United States and the State of
10 California that the foregoing is true and correct. Executed on August 22, 2025, in Orange County,
11 California.

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14 Devin E. Rauchwerger
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EXHIBIT 6

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

David Bitonti, Jr., et. al. v. Teen Road to Safety, Inc., et. al.
Orange County Superior Court Case No. 30-2023-01333703-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Teen Road to Safety, Inc., and its owner Andrew Wunderlich (“TRTS” or, collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by two former TRTS employees, David Bitonti Jr. and Merritt Chassie (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of employees (“Class Members”) who worked for TRTS during the Class Period (June 27, 2019, through and including August 1, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked for TRTS during the PAGA Period (June 28, 2022 to August 1, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendants’ records showing that **you worked _____** **Qualifying Shifts/Workweeks** during the Class Period and **you worked _____ Pay periods** during the PAGA Period. A **Qualifying Shift/Workweek** is any day during the Class Period where you taught at least two lessons in a given day. If you believe that you worked more **Qualifying Shifts/Workweeks** or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. ~~You will be deemed to have carefully read and understood it.~~ At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for TRTS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. [Class Members may \(but are not required to\) use the Exclusion Form included with the Class Notice.](#)— If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. <u>Class Members may (but are not required to) use the Exclusion Form included with the Class Notice.</u>—Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. <u>Class Members may (but are not required to) use the Objection Form included with the Class Notice.</u> The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
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You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your <u>Qualifying Shifts/Workweeks</u>/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many days you worked during the Class Period where you worked at least two shifts in the day, and how many Pay Periods there were where you worked at least one day with at least two shifts in the day at least one day during the PAGA Period, respectively. The number of <u>Qualifying Shifts/Workweeks</u> and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former TRTS employees who worked as driving instructors. The Action accuses Defendants of violating California labor laws by failing to pay wages for off-the-clock work, overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Domb & Rauchwerger LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106

(“Class Counsel.”)

Defendants ~~strongly~~ deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

~~So far,~~ The Court has not made ~~any~~ determination whether Defendants or Plaintiffs are correct on the merits. ~~In the meantime,~~ Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a ~~lengthy~~ written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a

compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel ~~strongly~~ believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$220,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ \$77,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$14,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award to David Bitonti, Jr. and up to \$5,000 to Merritt Chassie for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than their Individual Class Payment and any Individual PAGA Payment.
 - C. Up to ~~\$45~~,000 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, allocated 75% (\$7,500) to the LWDA PAGA Payment and 25% (\$2,500) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions (other than the PAGA Penalties). The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on the number of days-Workweeks worked during the Class Period, that a Class Member taught at least 2 driving lessons in a day. The Parties shall file with the court all challenges submitted by class members, the evidence submitted, and the resolution of the challenges, and although the Administrator may make the initial decision regarding the challenges, the court may review any decision made by the Administrator.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 33 1/3% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66 2/3% to penalties and interest. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). The void date will be 180 days following the issuance of the check. If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. Class Members may (but are not required to) use the Exclusion Form included with the Class Notice. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Qualifying Shifts Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice. Although the Administrator may make the initial decision regarding the Class Member Challenges, the court may review any decision made by the Administrator.
~~8.~~

9. Participating Class Members’ Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that occurred during the Class Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Failure to Reimburse Necessary Business Expenses; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Provide Written Notice of Paid Sick Leave and Supplemental Paid Sick Leave; and (9) Violation of Cal. Business & Professions Code § 17200, et seq. with respect to the business practices alleged in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Release. Upon final approval by the Court and upon funding of the Gross Settlement Amount, the claims released by Plaintiffs, as agents and proxies of the LWDA, in exchange for the consideration provided by this Settlement Agreement, will

include any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiffs’ letter to the LWDA, including but not limited to claims for unpaid wages of any type, unpaid overtime, unpaid minimum wages, untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, unreimbursed business expenses, failure to maintain payroll records, failure to pay premiums, and claims for interest, penalties, or premiums in connection therewith.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of ~~Qualifying Shifts~~Workweeks worked by all Participating Class Members, and (b) multiplying the result by ~~each Participating Class Member’s the number of Qualifying Shifts~~Workweeks worked by each individual Participating Class Member. A Qualifying Shift as any day in which a Class Member taught at least two lessons in a given day. Workweek means any week during which a Class Member was employed by Defendants as an hourly, non-exempt employee in California. Workweeks may be based on either: (1) pay periods during at least one shift was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, and dates of any periods of leave.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek~~Qualifying Shift/~~ and/or Pay Period Challenges. The number of ~~Qualifying Shifts~~Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until ____ to challenge the number of ~~Qualifying Shifts~~Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of ~~Qualifying Shifts~~Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve ~~Qualifying Shifts~~Workweeks and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. ~~The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision. The parties shall file with the court all disputes submitted by class members, the evidence submitted, and the~~

resolution of the disputes, and although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may (but are not required to) use the Exclusion Form which is included with this Class Notice. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Bitonti v. Teen Road to Safety, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <http://Bitonti-v-TeenRoad.phoenixcases.com> or the Court's website <https://civilwebshopping.occourts.org/Login.do>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may

wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** You may (but are not required to) use the Objection Form which is included with this Class Notice. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Bitonti v. Teen Road to Safety, Inc.* and include your name, current address, telephone number, and approximate dates of employment for TRTS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department CX104 of the Orange County Superior Court, located at the Civil Complex Center at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. ~~The easiest way to read the~~ The Administrator will post- all key documents, including the operative complaint, the PAGA notice letter(s) to the LWDA, the Class Action and PAGA Settlement Agreement, the Amendment to the Class Action and PAGA Settlement Agreement, the Class Notice (including the Exclusion Form and Objection Form), the orders granting Preliminary and Final approval, and the Final Judgment, on its website at _____ (url) . ~~Posted there you can find the operative complaint, the PAGA notices letter(s) to the LWDA, the settlement agreement and any amendments, the class notice and any included forms, the orders granting preliminary and final approval, and the~~ Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators's website at _____ (url) . The Final Judgment will be posted for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center by calling (657) 622-6878.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Zack I. Domb
Devin Rauchwerger
~~Jeffrey P. Jackson~~ [Eric Y. Hahn](#)
~~Taylor N. Tejada~~
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225
E-Mail zack@dombrauchwerger.com
E-Mail devin@dombrauchwerger.com
E-Mail ericjeff@dombrauchwerger.com

Settlement Administrator:

Phoenix Settlement
Administrators
Email Address: Notice@phoenixclassaction.com
Mailing Address: P.O. Box 7208, Orange, California 92863
Telephone: 800-523-5773
Fax Number: 949-209-2503

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the ~~Class~~ Settlement, you must read and sign the following statement and return this form to the ~~Settlement~~ Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to exclude yourself from the ~~Class~~ Settlement (and you wish to receive a payment from the ~~Class~~ Settlement), you should not return this form – you do not need to take any action.

I request to be excluded from the class action settlement in the matter of *David Bitonti, Jr., et. al. v. Teen Road to Safety, Inc., et. al. Orange County Superior Court Case No. 30-2023-01333703-CU-OE-CXC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the ~~Class Released~~Released Class Claims, and that I will not receive an Individual ~~Settlement Class~~ Payment. I also understand that submission of a request for exclusion from the class settlement will not exclude me from the Private Attorney Generals Act (“PAGA”) portion of the settlement and that if I am entitled to receive one, I will still receive an Individual PAGA Payment even if I request exclusion from the class action settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the

last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

EXHIBIT 7

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
4 Pasadena, California 91106
Telephone: (213) 537-9225

5 Attorneys for Plaintiffs
6 DAVID FREDERICK BITONTI, JR.,
7 MERRIT LYNN CHASSIE, and the Proposed Class

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 DAVID FREDERICK BITONTI JR. and
11 MERRIT LYNN CHASSIE, individually,
and on behalf of others similarly situated,
12 and on behalf of other aggrieved employees
pursuant to the Private Attorneys General
13 Act,

14 Plaintiffs,

15 vs.

16 TEEN ROAD TO SAFETY INC., a
California corporation; ANDREW
17 WUNDERLICH, an individual; and DOES
1 through 50, inclusive,

18 Defendants.

Case No. 30-2023-01333703-CU-OE-CXC

REVISED [PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Hearing Information:

Date: September 4~~May 15~~, 2025
Time: 2:00 p.m.
Dept.: CX104
Judge: Hon. Melissa McCormick

1 **RECITALS**

2 ~~This matter came on for hearing on May 15, 2025, at 2:00 p.m. in Department CX104 of~~
3 ~~the above-captioned court on the Motion for Preliminary Approval of Class Action and PAGA~~
4 ~~Settlement to preliminarily approve the terms and conditions set forth in the Class Action and~~
5 ~~PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”), a~~
6 ~~copy of which is attached as **Exhibit A**. On ~~September 4, July 24,~~ 2025, at 2:00 pm, the Motion~~
7 ~~for Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiffs David~~
8 ~~Frederick Bitonti, Jr. and Merrit Lynn Chassie (“Plaintiffs”), on behalf of themselves, a Class~~
9 ~~Members and Aggrieved Employees, and not opposed by Defendants Teen Road to Safety, Inc.,~~
10 ~~and Andrew Wunderlich (“Defendants”), came for hearing in Department CX104 of the Orange~~
11 ~~County Civil Complex Center, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701.~~

12 It appears to the Court on a preliminary basis that the settlement amount is fair and
13 reasonable to the Class when balanced against the probable outcome of further litigation relating
14 to class certification, liability and damages issues and potential appeals. It further appears that
15 significant investigation, research, and litigation has been conducted such that counsel for the
16 Parties at this time are able to reasonably evaluate their respective positions. It also appears that
17 settlement at this time will avoid substantial costs, delay and risks that would be presented by the
18 further prosecution of the litigation and that the proposed Settlement has been reached as the
19 result of intensive, serious and non-collusive negotiations between the Parties.

20 Accordingly, good cause appearing, the Motion for Preliminary Approval of the Class
21 Action and PAGA Settlement is hereby GRANTED, and as a part of said preliminary approval,
22 the Court hereby orders that the class be conditionally certified for settlement purposes only, and
23 that Domb & Rauchwerger LLP are conditionally and preliminarily appointed as Class Counsel.

24 The Class Action and PAGA Settlement Agreement is attached to this Order as **Exhibit**
25 **A**. The Amendment to the Class Action and PAGA Settlement Agreement is attached to this
26 Order as **Exhibit B**, The Class Notice, which includes the Exclusion Form and Objection Form,
27 is attached to this Order as **Exhibit C**. This Order incorporates by reference the definitions in the

1 Settlement Agreement, and all terms defined therein shall have the same meaning in this Order
2 as set forth in the Settlement Agreement.

3
4 ~~The Court makes its Findings having fully reviewed the Motion for Preliminary Approval;~~
5 ~~the Memorandum of Points and Authorities and Declarations filed in support thereof; the~~
6 ~~Settlement Agreement, the Court Approved Notice Of Class Action Settlement And Hearing Date~~
7 ~~For Final Court Approval (“Class Notice,” a copy of which is attached as Exhibit B), and in~~
8 ~~recognition of the Court's duty to make a preliminary determination as to the reasonableness of~~
9 ~~any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure~~
10 ~~proper notice is provided to Settlement Class Members in accordance with due process~~
11 ~~requirements, and to set a Final Fairness Hearing regarding the proposed settlement, and having~~
12 ~~heard the argument of Counsel for the respective parties.~~

13 **FINDINGS:**

14 ~~It appears to the Court on a preliminary basis that the settlement amount is fair and~~
15 ~~reasonable to the Class when balanced against the probable outcome of further litigation relating~~
16 ~~to class certification, liability and damages issues and potential appeals. It further appears that~~
17 ~~significant investigation, research, and litigation has been conducted such that counsel for the~~
18 ~~Parties at this time are able to reasonably evaluate their respective positions. It also appears that~~
19 ~~settlement at this time will avoid substantial costs, delay and risks that would be presented by the~~
20 ~~further prosecution of the litigation and that the proposed Settlement has been reached as the~~
21 ~~result of intensive, serious and non-collusive negotiations between the Parties.~~

22 ~~Accordingly, good cause appearing, the Motion for Preliminary Approval of the Class~~
23 ~~Action and PAGA Settlement is hereby GRANTED, and as a part of said preliminary approval,~~
24 ~~the Court hereby orders that the class be conditionally certified for settlement purposes only, and~~
25 ~~that Domb & Rauchwerger LLP are conditionally and preliminarily appointed as Class Counsel.~~

26 **THE COURT FURTHER FINDS AS FOLLOWS:**

27 ~~The Court finds on a preliminary basis that the settlement agreement, incorporated by this~~
28 ~~reference and made a part of this order granting preliminary approval, is within the range of~~

1 ~~reasonableness of a settlement that could ultimately be given final approval by this court, although~~
2 ~~the Court notes that Defendants vigorously deny and continue to deny generally each and all of~~
3 ~~the claims and contentions alleged in this Action.~~

4 The Court preliminarily finds that the terms of the settlement are fair, just, reasonable, and
5 adequate, pursuant to Section 382 of the California Code of Civil Procedure.

6 The Court finds that the elements of numerosity, commonality, typicality, and adequacy
7 have been established to support conditional certification of the class for settlement purposes
8 only, with Plaintiffs ~~David Frederick Bitonti Jr. (“David Bitonti”) and Merrit Lynn Chassie~~
9 ~~(“Merrit Chassie”)~~ acting as Class Representatives, and that the settlement has no obvious
10 deficiencies and does not improperly grant preferential treatment to the class representatives or
11 segments of the class.

12 The Court further finds that significant investigation, research, litigation, and informal
13 discovery have been conducted such that the Counsel for the Parties are able to reasonably
14 evaluate their respective positions, and that the settlement appears to be the product of serious,
15 informed, and non-collusive negotiations.

16 The Court hereby preliminarily appoints, for settlement purposes, David Bitonti and
17 Merrit Chassie as Class Representatives. ~~The court further finds that Domb & Rauchwerger LLP~~
18 ~~has established adequacy to be appointed as Class Counsel.~~

19 The Court provisionally certifies the following class: all current and former non-exempt
20 employees of Teen Road to Safety, Inc., who worked for Teen Road to Safety, Inc. as driving
21 instructors in California from June 27, 2019, to August 1, 2023.

22 The Settlement Agreement also includes “Aggrieved Employees,” which is defined as
23 “all non-exempt, non-union employees who worked for Defendants in California at any time
24 during the PAGA Period.”

25 “PAGA Period” means the period from June 28, 2022 through August 1, 2023.

26 The Court approves and appoints Phoenix Class Action Administration Solutions to serve
27 as the Settlement Administrator.

1 The Settlement Agreement includes a Gross Settlement Amount (“GSA”) of \$220,000.
2 The Administrator will make and deduct the following amounts from the GSA, in the amounts
3 specified by the Court in the Final Approval:

4 To Plaintiffs, a Class Representative Service Payment to Class Representative Bitonti of
5 not more than \$7,500 (in addition to any Individual Class Payment), and a Class Representative
6 Service Payment to Class Representative Chassie of not more than \$5,000 (in addition to any
7 Individual Class Payment), and any Individual PAGA Payment the Class Representatives are
8 entitled to receive as Participating Class Members.

9 To the LWDA and Aggrieved Employees, \$10,000 from the GSA as PAGA Penalties,
10 with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the
11 Individual PAGA Payments.

12 To Class Counsel, a Class Counsel Fees Payment of not more than 35%, which is currently
13 estimated to be \$77,000.00 and a Class Counsel Litigation Expenses Payment of not more than
14 \$14,000.

15 To the Administrator, an Administrator Expenses Payment not to exceed \$4,000 except
16 for a showing of good cause and as approved by the Court.

17
18
19 ~~The Court approves and appoints Phoenix Class Action Administration Solutions to serve~~
20 ~~as the Settlement Administrator.~~

21 The Court hereby approves, as to form and content, the Class Notice, along with the
22 accompanying Exclusion Form and Objection Form, collectively attached as **Exhibit C** to this
23 Order. ~~6~~The Court approves the proposed Class Notice (attached as **Exhibit B**), and orders an
24 appropriately modified version of this Notice to be mailed to Settlement Class Members in
25 accordance with the terms of the Settlement.

26 The Court finds that the Class Notice constitutes the best notice practicable under the
27 circumstances and is in full compliance with the laws of the state of California and, to the extent
28 applicable, the United States Constitution and the requirements of due process. The Court further

1 finds that the Class Notice fully and accurately informs Settlement Class Members of all material
2 elements of the proposed Class Action Settlement, of each Settlement Class Member's right to be
3 excluded from the class, and each Settlement Class Member's right and opportunity to object to
4 the proposed ~~Class Action~~ Settlement. The Class Notice adequately advises the class about:

- 5 A. The class action;
- 6 B. The settlement terms and the benefits available to each Settlement Class
7 Member;
- 8 C. Each Settlement Class Member's right to object and/or "opt out," and the
9 timing and procedures for doing so;
- 10 D. The conditional certification of the Class for settlement purposes only;
- 11 E. Preliminary court approval of the proposed settlement;
- 12 F. Timing and procedures for distributing the settlement funds; and
- 13 G. The date of the final fairness hearing, as well as the rights of members to
14 submit objections and appear in connection with said hearing.

15 Accordingly, the Court hereby approves the proposed Class Notice and finds that mailing
16 to the last known address of members of the class, as specifically described within the Settlement
17 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
18 with respect to the class action and proposed settlement.

19 **THE COURT FURTHER ORDERS AS FOLLOWS:**

20 Within 21 days after entry by the Court of its Order of Preliminary Approval, Defendants
21 shall provide the ~~Settlement~~ Administrator with an updated list containing names, social security
22 numbers, dates of employment, weeks worked based on Defendants' payroll records, and last-
23 known mailing addresses for each member of the Class.

24 Any Class Member who wishes to object to the Settlement must file with the Court and
25 submit the objection to the Settlement Administrator pursuant to the directions set forth in the
26 Class Notice within 60 days after the date that the Class Notice is sent to the ~~Settlement~~ Class
27 Members.

1 Any Class Member who wishes to request exclusion from the Settlement including
2 excluding themselves from any monetary relief and associated releases must submit a Request
3 for Exclusion pursuant to the directions set forth in the Class Notice and return the Request for
4 Exclusion Form to the Settlement Administrator post-marked within 60 days after the date that
5 the Class Notice is sent to Class Members~~the Settlement Class~~.

6 The Court will hold a hearing on September 10, 2025 (or alternatively on
7 _____) at 2:00 p.m., in Department CX104 of the Superior
8 Court of California, County of Orange located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701,
9 to determine whether the Court should grant final approval of the Settlement as fair, reasonable,
10 and adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement
11 and will consider Plaintiffs' request for the Service Awards and Class Counsel's request for
12 attorneys' fees and costs. The Court expressly reserves the right to adjourn or continue the Final
13 Fairness Hearing from time to time without further notice to the Class. The parties shall file a
14 Motion for Final Approval on or before sixteen (16) court days before the final approval hearing.

15 Any Class Member may be heard in support of, or in opposition to, the Court's
16 determination of the good faith, fairness, reasonableness and adequacy of the proposed settlement,
17 the requested attorney's fees and costs, the requested class representative's service award, and any
18 order granting final approval; provided, however, that no person, except Class Counsel and
19 counsel for Defendants shall be heard regarding such matters unless such person has complied
20 with the conditions set forth in the Class Notice.

21 Pending further order of this court, all proceedings in this matter except those
22 contemplated herein and in the Settlement Agreement are stayed.

23 In the event the settlement does not become final for any reason, this preliminary order
24 shall be of no further force or effect and the fact that the Parties were willing to stipulate to class
25 certification as part of the settlement shall have no bearing on, and will not be admissible in
26 connection with, the issue of whether a class should be certified in a non-settlement context.

27 The court orders the parties and the settlement administrator to carry out their duties and
28 obligations in accordance with terms of the settlement agreement.

1 The Court retains jurisdiction to enforce the Settlement Agreement pursuant to Code of f
2 Civil Procedure section 664.6.

3
4 **IT IS SO ORDERED.**

5
6 Dated: _____

_____ HONORABLE MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT 8

EXHIBIT 9

Date	Payee	Description	Amount
6/28/2023	USPS	Attorney Service	\$1.68
6/28/2023	LWDA	Attorney Service	\$75.00
6/30/2023	InfoTrack	Attorney Service	\$1,447.95
7/17/2023	USPS	Attorney Service	\$1.26
7/17/2023	USPS	Attorney Service	\$8.30
7/20/2023	InfoTrack	Attorney Service	\$15.20
7/26/2023	InfoTrack	Attorney Service	\$110.00
7/26/2023	InfoTrack	Attorney Service	\$65.00
9/1/2023	USPS	Attorney Service	\$2.55
9/14/2023	InfoTrack	Attorney Service	\$15.20
10/16/2023	Lisa Klerman	Mediation fees.	\$11,000.00
11/2/2023	Orange County Superior Court	Download Fees	\$7.50
12/19/2023	USPS	Attorney Service	\$35.64
12/28/2023	USPS	Attorney Service	\$1.59
1/4/2024	InfoTrack	Attorney Service	\$15.20
1/10/2024	InfoTrack	Attorney Service	\$15.20
1/18/2024	InfoTrack	Attorney Service	\$95.00
1/23/2024	InfoTrack	Attorney Service	\$17.20
2/8/2024	InfoTrack	Attorney Service	\$37.20
5/16/2024	OneLegal	Attorney Service	\$38.30
9/24/2024	Orange County Superior Court	Download Fees	\$7.50
1/3/2025	InfoTrack	Attorney Service	\$17.20
1/6/2025	InfoTrack	Attorney Service	\$79.20
Total:			\$13,108.87

EXHIBIT 10

Re: E-SERVICE - David Frederick Bitonti Jr., et al. v. Teen Road To Safety, Inc., et al. - Motion for Preliminary Approval of Class Action and PAGA Settlement [IMAN-ACTIVE.FID357588]

From Kate Den Bleyker <kdenbleyker@ohaganmeyer.com>

Date Fri 8/22/2025 2:03 PM

To Devin Rauchwerger <devin@dombrauchwerger.com>; Brenda Camargo <Brenda@dombrauchwerger.com>; Marla Markham <MMarkham@ohaganmeyer.com>

Cc Zack Domb <zack@dombrauchwerger.com>; 00132-Bitonti Jr. <9882e5df7+matter1545692855@maildrop.clio.com>; Linda Gutierrez <linda@dombrauchwerger.com>; Eric Hahn <Eric@dombrauchwerger.com>

Yes

Get [Outlook for iOS](#)

From: Devin Rauchwerger <devin@dombrauchwerger.com>

Sent: Friday, August 22, 2025 1:50:40 PM

To: Kate Den Bleyker <kdenbleyker@ohaganmeyer.com>; Brenda Camargo <Brenda@dombrauchwerger.com>; Marla Markham <MMarkham@ohaganmeyer.com>

Cc: Zack Domb <zack@dombrauchwerger.com>; 00132-Bitonti Jr. <9882e5df7+matter1545692855@maildrop.clio.com>; Linda Gutierrez <linda@dombrauchwerger.com>; Eric Hahn <Eric@dombrauchwerger.com>

Subject: [EXTERNAL] RE: E-SERVICE - David Frederick Bitonti Jr., et al. v. Teen Road To Safety, Inc., et al. - Motion for Preliminary Approval of Class Action and PAGA Settlement [IMAN-ACTIVE.FID357588]

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you are expecting them from the sender.

Hey Kate,

Can you please confirm that you are fine with us serving the supplemental briefing today, which is technically a day late. Just want to mention it in my declaration in case the Court has any issue with it.

Devin Rauchwerger

Partner

1055 E. Colorado Blvd, Fifth Floor

Pasadena, CA 91106

devin@dombrauchwerger.com | O: (213)537-9225 | www.dombrauchwerger.com



DOMB | RAUCHWERGER