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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 BRIEFING IN SUPPORT
OF UNOPPOSED 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 **I. INTRODUCTION**

2 Plaintiffs David Frederick Bitonti Jr. and Merrit Lynn Chassie (“Plaintiffs”) on behalf of
3 themselves and the putative Class, respectfully submit this supplemental briefing in support of
4 Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 On January 3, 2025, Plaintiffs submitted an unopposed Motion for Preliminary Approval
6 of the Class and PAGA settlement which has been reached in this matter. On May 15, 2025, the
7 Court issued a Minute Order on Plaintiffs’ Motion for Preliminary Approval of Class Action and
8 PAGA Settlement in this action, continuing the motion to September 4, 2025 and requesting
9 additional briefing regarding specific issues discussed in the Motion for Preliminary Approval
10 and regarding proposed changes to some of the documents that were previously submitted to the
11 Court.

12 In compliance with the Court’s Minute Order, the Parties hereby submit the following
13 supplemental briefing and appropriately revised documents as indicated by the Court’s Minute
14 Order. The substance of the changes as directed by the Court’s May 15, 2025 Minute Order are
15 addressed below.

16 **II. SUPPLEMENTAL BRIEFING**

17 Plaintiffs submit with this supplemental briefing a Revised Proposed Order, which
18 attaches as Exhibit B to the Revised Proposed Order the Amendment to Class Action and PAGA
19 Settlement Agreement which contains all of the changes that were made as an amendment to the
20 Settlement Agreement pursuant to the Court’s Order. Plaintiffs’ Revised Proposed Order also
21 attaches as Exhibit C the Revised Class Notice which reflects the changes requested by the Court.
22 Attached to the Supplemental Declaration of Devin Rauchwerger (“Supp. Rauchwerger Decl.”)
23 ¶ 2, as **Exhibit 6** is the redlined version of the Revised Class Notice, showing the Court the
24 specific changes that were made to the Class Notice, along with the Exclusion and Objection
25 Forms. Attached to the Supp. Rauchwerger Decl. as **Exhibit 7** is the redline version of the
26 Revised Proposed Order, showing the Court the specific changes that were made to the Proposed
27 Order.

28 The Court’s requested changes, which are reflected in the Amendment to Class Action

and PAGA Settlement Agreement, Revised Class Notice, and the Revised Proposed Order, are detailed below:

1) Service of Documents to LWDA

Pursuant to the Court's May 15, 2025 Order, Plaintiffs have now served the LWDA with copies of all moving papers, including all of the moving papers filed as part of the Motion for Preliminary Approval, as well as the Supplemental Briefing and all supporting papers.ⁱ (Supp. Rauchwerger Decl., ¶4.) A true and correct copy of the email-confirmation demonstrating that all of the above referenced documents were uploaded to the LWDA portal on August 22, 2025¹, in connection with Plaintiff's June 28, 2023 PAGA Notice, are attached to the Supp. Rauchwerger Decl. ¶4 as **Exhibit 8**.

2) Estimated High, Low, and Average Individual Class Payments

As outlined in the moving papers, the Net Settlement Amount will be approximately \$220,000. (Supp. Rauchwerger Decl. ¶6.) The estimated Net Settlement Amount of \$102,500 is calculated by taking the \$220,000 Gross Settlement Amount and subtracting: the requested attorneys' fees of 35% of the Gross Settlement Amount (\$77,000), reimbursement of litigation costs (not more than \$14,000), Class Representative Service Payments of not more than \$7,500 to Class Representative Bitonti, and not more than \$5,000 to Class Representative Chassie, the LWDA PAGA Payment of \$10,000, and Administrator Expenses Payment at the quoted amount of \$4,000. (*Id.*) Based on these figures, along with the Class data provided by Defendant, Class Counsel calculates the lowest Individual Class Payment at approximately \$320.67, the highest at approximately \$7,624.82, and the average Individual Class Payment at approximately \$3,438.91. (*Id.*)

3) Estimated High, Low and Average PAGA Payments

The total PAGA Penalty amount is \$10,000, with 75% or \$7,500 allocated to the LWDA and 25% or \$2,500 allocated to the Aggrieved Employees. (Supp. Rauchwerger Decl. ¶ 7) Based on the above figures, Class Counsel calculates that the average Individual PAGA Payment is

¹ On August 22, 2025, Defense Counsel Kate Den confirmed that Defendant agreed to extend Plaintiffs' deadline to file supplemental briefing to August 22, 2025. (Supp. Rauchwerger Decl. ¶12, **Exhibit 10**)

1 approximately \$86.15. (*Id.*) The lowest Individual PAGA Payment is approximately \$16.05 and
2 the highest is approximately \$144.45. (*Id.*)

3 **4) Plaintiffs' Anticipated Total Compensation (Without Enhancement)**

4 Class Counsel estimates Plaintiff Bitonti's total compensation for his Individual Class
5 Payment will be \$3,277.96 and \$144.45 for his Individual PAGA Payment. (Supp. Rauchwerger
6 Decl. ¶ 8.) Class Counsel estimates Plaintiff Chassie's total compensation will be \$1,959.65 for
7 her Individual Class Payment and \$0 for her Individual PAGA Payment. (*Id.*)

8 **5) Revised Settlement Agreement**

9 As outlined above at the beginning of Section II, the Parties executed an Amendment to Class
10 Action and PAGA Settlement Agreement which incorporated the following changes requested by the
11 Court:

12 **i. Class Definition Redefined by Workweeks instead of Qualifying**
13 **Shifts**

14 In order to rectify the issue regarding the class definition outlined in the
15 Court's minute order, the Parties decided to issue paying to Class Members
16 based on Workweeks, instead of Qualifying Shifts. Class Counsel and
17 Defense Counsel jointly agreed to change payout method to Workweeks
18 because of the difficulty in obtaining the exact specific shifts worked by
19 each employee during the Class Period, particularly since the entity
20 Defendant is no longer in business under the individual Defendant owner.
21 References to "Qualifying Shifts" have been replaced by "Workweeks"
22 throughout the Settlement Agreement to reflect this change.

23 **ii. Section 1.43 Released Parties**

24 The definition of "Released Parties" has been narrowed to include only
25 Defendant TRTS, its owner Andrew Wunderlich and his spouse and
26 children, former and present officers, directors, members, managers, and
27 employees, as well as the insurer Traveler's Bonds.

28 //

1 **iii. Paragraph 3.2.3 – Administrator Expenses Payment**

2 The Administrator Expenses Payment has been revised to reflect that the
3 payment is not to exceed \$4,000 except for a showing of good cause and as
4 approved by the Court, and to the extent the Administration Expenses are less
5 or the Court approves payment less than \$4,000, the additional portion will be
6 incorporated into the Net Settlement Amount.

7 **iv. Section 5.3 – PAGA Released Claims**

8 The first sentence of paragraph 5.3 is now consistent with the first sentence of
9 paragraph 5, and “include” in the first sentence of paragraph 5.3 has been
10 replaced with “are”.

11 **v. Paragraph 7.6 and 7.8.4**

12 Paragraphs 7.6 and 7.84 have been revised to include a statement that the parties
13 shall file with the court all disputes submitted by class members, the evidence
14 submitted, and the resolution of the disputes, and that although the settlement
15 administrator may make the initial decision regarding claim disputes, the court
16 may review any decision made by the settlement administrator regarding a claim
17 dispute.

18 **6) Attorneys’ Fees**

19 The unique circumstances of this case justify an upward deviation of the attorney’s fees award
20 from 33.33% to 35%. (Supp. Rauchwerger Decl., ¶ 9.) This case involved a small number of employees
21 (29) and Class Counsel assumed a substantial risk that the relatively limited aggregate damages would
22 justify the time and resources required to successfully litigate the case. Nonetheless, Class Counsel
23 expended considerable time and effort, which will be demonstrated in the motion for final approval,
24 investigating claims, engaging in discovery, preparing for mediation and settlement, and navigating
25 complex legal issues—without any guarantee of compensation. Despite the risk involved in pursuing this
26 litigation, Class Counsel was able to obtain an outstanding settlement amount, with an average settlement
27 amount of \$3,438.91 for each Class Member. Given each Class Member is receiving substantial value in
28 the case, yet the total gross settlement amount is relatively small because of the very small class size

(meaning Class Counsel's award is not particularly large compared when compared to other class action cases that might settle for seven figures but provide significantly less benefit to the Class Members), the circumstances justify the 1.67% percent increase over the 33.33% for the attorney's fee award.

7) Enhancement Award

Plaintiffs were actively involved in the prosecution of this matter. (Supp. Rauchwerger Decl., ¶ 10.) Plaintiff Bitonti spent over approximately 50 hours on this case, providing documents and having multiple phone calls with Class Counsel, participating in mediation, and reviewing case filings, including the mediation brief and Motion for Preliminary Approval. [Supplemental Declaration of David Frederick Bitonti, Jr. ("Bitonti Decl.") ¶ 2]. Moreover, Plaintiff Bitonti took a substantial risk filing this case as he was still employed with Defendant at the time he filed the case. [Supplemental Declaration of David Frederick Bitonti, Jr. ("Bitonti Decl.") ¶ 3]. Furthermore, Defendant is a very small company and Plaintiff Bitonti had frequent interactions with the owner, including questioning the manner in which Plaintiff and his coworkers were paid as employees. (*Id.*) It was extremely uncomfortable for Plaintiff Bitonti not only to confront Defendant's owner about these issues, but then to also have the courage to proceed with the lawsuit while Plaintiff Bitonti was still employed by Defendant, knowing that he could be fired. (*Id.*) However, Plaintiff Bitonti felt it was important to stop what he perceived as various wage and hour issues that he felt needed to be fixed not just for himself but for all the employees. (*Id.*) Second, the amount the employees will receive in the case, estimated to be over \$100,000, split between only 29 people, justifies Plaintiff Bitonti receiving the requested enhancement. (*Id.*) Mr. Bitonti kept copious notes and information during his employment with Defendants, which he provided to Class Counsel. (*Id.*) Plaintiff Bitonti was a significant contributor to this case and helped obtain the outstanding result for a small group of employees. (Supp. Rauchwerger Decl., ¶ 10.)

Plaintiff Chassie spent 20-25 hours on this case, which includes having discussions with Class Counsel, reviewing the operative Complaint, assisting Class Counsel with preparing for mediation, and reviewing the settlement agreement. [Supplemental Declaration of Merrit Lynn Chassie ("Chassie Decl.") ¶ 2].

1 **8) Declaration of Defense Counsel Katherine C. Den Bleyker**

2 Katherine C. Den Bleyker submitted a declaration stating that she is unaware of any other
3 class, representative or collective actions in any other court involving substantially the same or
4 similar claims as the instant matter. [Supplemental Declaration of Katherine C. Den Bleyker
5 (“Bleyker Decl.”) ¶ 2].

6 **9) Revised Class Notice**

7 As referenced above at the beginning of Section II, Class Counsel is including a revised Class
8 Notice, as well as a redline version to assist the Court in identifying the various changes made. The
9 changes to the Class Notice, which were requested by the court, are outlined as follows:

- 10 • The Class Notice is consistent with the changes referenced above in the Amendment
11 to the Class and PAGA Settlement.
- 12 • The phrase “and PAGA” was added after “Class Action” in the title and throughout
13 the Class Notice.
- 14 • The fifth sentence of the fifth paragraph on page 1 was removed.
- 15 • The word “strongly” was removed from the last sentence of section 1.
- 16 • In the first sentence of section 2, the words “so far” were removed; “not” was
17 inserted after “has” and before “made;” and “no” was replaced with “any.” In the
18 second sentence of section 2, the words “in the meantime” were removed, and the
19 words “lengthy” and “strongly” in the same paragraph were removed.
- 20 • The Class Notice is now accompanied by a separate form which can, but is not
21 required to be, completed by a Class Member seeking to be excluded (Exclusion
22 Form), and a separate form which can, but is not required to be, completed by a
23 Class Member wishing to object (Objection Form). The Class Notice has been
24 revised to include references to the Exclusion Form and Objection Form as necessary
25 to reflect these changes.
- 26 • The first sentence of paragraph 9 in Section 3 of the Class Notice is now consistent
27 with the first sentence of paragraph 5 of the Settlement Agreement.
- 28 • The first sentence of paragraph 10 in section 3 of the Class Notice is now consistent

1 with the first sentence of paragraph 5 of the Settlement Agreement.

2 **10) Plaintiffs' Counsel's Itemized Litigation Costs**

3 Plaintiff's Counsel has submitted evidence substantiating the amount of litigation costs,
4 which is attached to the Supp. Rauchwerger Decl. ¶ 11 as **Exhibit 9**.

5 **11) Revised Proposed Order**

6 Pursuant to the Court's Order, Plaintiffs' Counsel have submitted a Revised Proposed Order
7 concurrently with this supplemental briefing. The revisions made to the Revised Proposed Order are
8 summarized as follows:

- 9 • The Revised Proposed Order, to the extent it included reference to provisions in
10 the Class Action and PAGA Settlement Agreement or Class Notice that were
11 revised as reflected above, was also revised accordingly.
- 12 • Counsels' information was removed from the caption page.
- 13 • Paragraph 1 was revised to include the Court's preliminary findings that the
14 Settlement is fair, adequate and reasonable, and in the best interests of the Class
15 Members; Paragraph 6 which contained similar information was removed.
- 16 • Paragraph 10 was revised to include the word "preliminarily" after the word
17 "hereby" and before "appoints" in the fifth paragraph on the second page of the
18 proposed order.
- 19 • The page numbers in the Revised Proposed Order have been corrected.
- 20 • An additional sentence was added which states that "The Court orders the parties
21 and the settlement administrator to carry out their duties and obligations in
22 accordance with the terms of the settlement agreement."
- 23 • The Revised Proposed Order was revised to state the Gross Settlement Amount,
24 PAGA allocation amount, the not-to-exceed amount for Plaintiffs' enhancement
25 awards, the attorneys' fees amount, the litigation costs amount, and the settlement
26 administration costs amount
- 27 • The Settlement Agreement, the Amendment to the Settlement Agreement, and the
28 Class Notice, which includes the Exclusion Form and Objection Form, are

1 attached to the Revised Proposed Order as **Exhibit A, B, and C, respectively.**

- 2 • The Revised Proposed Order includes a provision stating the Court retains
3 jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section
4 664.6.
- 5 • The Revised Proposed Order also states that the motion for final approval shall be
6 filed and served at least 16 court days before the final approval hearing.

7 **III. CONCLUSION**

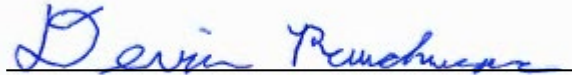
8 For the foregoing reasons, the Parties respectfully request this Court to enter the Revised
9 [Proposed] Preliminary Approval Order granting: (1) conditional certification of the Class for
10 settlement purposes; (2) preliminarily approval of the Class Action and PAGA Settlement,
11 Amendment to Class Action and PAGA Settlement Agreement, and the Class Notice, along with
12 the Exclusion Form and Objection Forms; (3) appointment of Domb & Rauchwerger LLP as Class
13 Counsel and Plaintiffs David Frederick Bitonti, Jr. and Merrit Lynn Chassie as Class
14 Representatives; and (5) appointment of Phoenix Settlement Administrators as the Settlement
15 Administrator.

16
17 Dated: August 22, 2025

Respectfully submitted,

DOMB & RAUCHWERGER LLP

18
19 By:



Zack I. Domb

Devin Rauchwerger

Attorneys for Plaintiffs,

Frederick Bitonti, Jr., Merrit Lynn Chassie
and the Proposed Class

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23 ⁱ Plaintiff's counsel's paralegal, who served the original Settlement Agreement on the LWDA, is currently out on maternity leave.
24 (Supp. Rauchwerger Decl., ¶ 5.) As such, Plaintiff's counsel is uncertain whether all moving papers, including the memorandum
25 of points and authorities in support of the Motion for Preliminary Approval and Declarations in support were served on the LWDA
26 at the time the original Settlement Agreement was served on the LWDA. (*Id.*) As such, out of an abundance of caution, all papers,
27 including both the original briefing and supplemental briefing, were resent to the LWDA. (*Id.*)
28