HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Liam A. Hall (SBN 358204)
lhall@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISABELLE ESCARCEGA, as an individual and on behalf of all other aggrieved employees, Plaintiff, vs. BRIDGESTONE RETAIL OPERATIONS, LLC; a Delaware limited liability company; and DOES 1 to 100, inclusive, Defendants.	Case No. 24STCV23201 [*Assigned to the Hon. Steve Cochran, Dept. 306*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES, COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENT** Date: January 8, 2027 Time: 9:00 a.m. Dept.: 306 Reservation ID: 186699393525 Complaint filed: September 9, 2024 Trial Date: None Set

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

PLEASE TAKE NOTICE that on January 8, 2027, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 306 of the above-entitled Court, located at 111 North Hill Street, Los Angeles, California 90012, Plaintiff Isabelle Escarcega ("Plaintiff"), individually and on behalf of the State of California and other Aggrieved Employees, will, and hereby does, move this Court for entry of an Order as follows:

1. Granting approval, pursuant to California Labor Code § 2699(s)(2), of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, *et seq.*) and as set forth in the Parties' PAGA Settlement Agreement, a true and correct copy of which is attached to the Declaration of Sean M. Blakely filed concurrently herewith;
2. Appointing Apex Class Action LLC, as the Settlement Administrator;
3. Approving the proposed Notice of PAGA Settlement and Release of Claims ("Notice") as to form and content, and directing that it be distributed to the Aggrieved Employees pursuant to the terms of the Settlement Agreement;
4. Directing the funding and distribution of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement;
5. Approving an award of attorneys' fees to Plaintiff's counsel of $546,000.00 and an award of litigation costs to Plaintiff's counsel in the amount of $24,122.97;
6. Approving a Representative Enhancement Payment of $5,000.00 to Plaintiff for her services to the Aggrieved Employees and the State of California;
7. Approving $16,500.00 in administration costs to Apex Class Action LLC;
8. Approving the payment of $629,445.07 to the California Labor & Workforce Development Agency ("LWDA") for its share of PAGA civil penalties; and
9. Approving the payment of $338,931.96 to the Aggrieved Employees on a pro rata basis based on the number of pay periods each Aggrieved Employee worked during the PAGA Period.

This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the declaration of Sean M. Blakely and all exhibits attached thereto; the declaration of Paul K. Haines; the declaration of Sean Hartranft of Apex Class Action LLC. and all exhibits attached thereto; the declaration of Plaintiff Isabelle Escarcega; the Settlement Agreement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Respectfully submitted,

Dated: July 23, 2026

HAINES LAW GROUP, APC

By: ______________________

Sean M. Blakely
Attorneys for Plaintiff

TABLE OF CONTENTS

TABLE OF AUTHORITIES

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Isabelle Escarcega ("Plaintiff"), an "aggrieved employee" under the Private Attorneys General Act of 2004 ("PAGA"), respectfully moves this Court for an Order granting approval of the Settlement Agreement ("Settlement") with Defendant Bridgestone Retail Operations, LLC ("Bridgestone").[1] This PAGA representative action seeks civil penalties predicated on Defendant's alleged violations of the California Labor Code from June 21, 2023 through the date the Court signs the approval order (the "PAGA Period"). The proposed Settlement, under which Bridgestone has agreed to pay a non-reversionary Gross Settlement Amount of One Million Five Hundred Sixty Thousand Dollars and Zero Cents ($1,560,000.00), will resolve Plaintiff's representative claims filed on behalf of the State of California and all "Aggrieved Employees," which consist of all current and former non-exempt employees who have worked, or continue to work, for Bridgestone in California during the PAGA Period.

Notably, the relief provided for under the Settlement, and the claims released thereunder, are *solely* for the payment of *civil penalties* under the PAGA, and not for any underlying Labor Code violations. The release also encompasses only PAGA civil penalties based upon the factual allegations and theories alleged by Plaintiff in this Action, and only for claims arising during the PAGA Period, which, as noted above, runs from June 21, 2023 through the date the Court signs the approval order.

In deciding whether to grant approval of the Settlement, the primary issue is whether the Settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate.

As noted, the Settlement provides for a non-reversionary Gross Settlement Amount of $1,560,000.00. *See* Settlement, §§ 1.10, 3.1. After deducting amounts for requested attorneys' fees ($546,000.00), litigation costs ($24,122.97), Representative Enhancement Payment

---

[1] The proposed PAGA Settlement Agreement is attached as **Exhibit 1** to the Declaration of Sean M. Blakely filed herewith. The proposed Explanatory Letter is attached as **Exhibit A** to the Settlement Agreement. All terms in the Motion have the same definitions as used in the Settlement.

($5,000.00), and settlement administration costs ($16,500.00), the Settlement provides for a Net Settlement Amount of approximately $968,377.03 to be paid to Aggrieved Employees and the California Labor & Workforce Development Agency ("LWDA"). Settlement, §§ 1.15, 3.2.4; *see also* Declaration of Sean M. Blakely ("Blakely Decl."), ¶¶ 13, 27, Exhibit 4; Declaration of Sean Hartranft of Apex Class Action, LLC ("Hartranft Decl."), ¶ 7, Exhibit B.

The Net Settlement Amount shall be distributed 65% (approximately $629,445.07) to the LWDA, and 35% (approximately $338,931.96) to Aggrieved Employees, pursuant to the requirements of the PAGA as codified in Lab. Code § 2699(i). *See* Settlement, § 3.2.4. There are approximately 3,125 Aggrieved Employees, resulting in average Individual PAGA Payments of approximately $108.46 to each Aggrieved Employee. Blakely Decl., ¶ 13.

The Settlement represents a positive result for the State of California and Aggrieved Employees. Further litigation may have resulted in a smaller recovery or even no recovery at all, based on the defenses asserted by Bridgestone and the significant ongoing litigation risks. Moreover, the Gross Settlement Amount is greater than other PAGA penalty awards that have been approved as reasonable. The amounts requested for attorneys' fees and costs, Plaintiff's representative enhancement payment, and settlement administration costs are all fair, adequate, and reasonable. Thus, Plaintiff respectfully requests that the Court enter the [Proposed] Judgment and Order submitted concurrently herewith.

II. SUMMARY OF THE LITIGATION

A. Brief Factual Background and Summary of Claims

Bridgestone operates one of the country's largest network of tire and automotive repair services centers, with over 2,200 locations in the United States. Blakely Decl., ¶ 8. Included within Bridgestone's portfolio of companies is Firestone Complete Auto Care and Tires Plus. *Id*. Plaintiff was employed by Bridgestone from approximately April 2023 through April 30, 2025 in the non-exempt position of "Sales and Service Specialist." *See* Declaration of Plaintiff Isabelle Escarcega ("Escarcega Decl."), ¶ 2. Plaintiff, like all Aggrieved Employees, was employed by Bridgestone in California as a non-exempt employee during the PAGA Period and was subject to Bridgestone's wage and hour policies and practices. *Id.*

Plaintiff's PAGA claim is predicated primarily on allegations that she and other non-exempt employees were not compensated for all hours worked, were not provided compliant meal and rest periods, and were not provided with accurate and compliant wage statements. As explained below and in the accompanying Blakely Declaration, Bridgestone denies Plaintiff's allegations and have asserted several affirmative defenses to her claims.

B. <u>Relevant Procedural History</u>

On June 21, 2024, Plaintiff sent her PAGA notice letter to the LWDA. Blakely Decl., ¶ 9; **Exhibit 2** (June 21, 2024 LWDA Letter). On September 9, 2024, after exhausting her pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed a Representative Action Complaint (the "Action") in this Court, alleging a single cause of action for civil penalties under the PAGA. *Id*.

On February 3, 2026, the Parties participated in mediation with Hon. Jeff Winikow (Ret.), a well-respected wage and hour mediator, in an effort to resolve Plaintiff's PAGA claims. Blakely Decl., ¶ 10. Prior to mediation, Bridgestone provided PAGA counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for PAGA Counsel to review the allegations and value the claims prior to mediation. *Id*. Specifically, Bridgestone provided the number of Aggrieved Employees and the number of aggregate PAGA pay periods worked during the PAGA Period, its relevant wage and hour policies/procedures and employee handbook, Plaintiff's personnel file, as well as timekeeping and payroll records for a 10% sampling of all non-exempt employees. *Id*. Plaintiff retained an expert to assist in conducting a comprehensive analysis and extrapolation of the data produced by Bridgestone to calculate Bridgestone's potential PAGA exposure. *Id*.

During mediation, the Parties vigorously debated Plaintiff's ability to proceed on a representative basis, the legal basis for Plaintiff's claims and Bridgestone's defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. Blakely Decl., ¶ 11. With the assistance of Hon. Jeff Winikow (Ret.), the Parties agreed to fully and finally resolve Plaintiff's PAGA claims. *Id*. Over the following months, the Parties negotiated and finalized the Settlement now before the Court. *Id*.

As a part of the Settlement, Plaintiff submitted an amended LWDA Letter on April 28, 2026 to allege additional allegations and theories of liability. Blakely Decl., ¶ 12; **Exhibit 3** (April 28, 2026 LWDA Letter). After exhausting the amended LWDA letter, on July 16, 2026, Plaintiff filed the operative First Amended Representative Action Complaint in this Court. *Id*.

III. SUMMARY OF THE SETTLEMENT

A. "Aggrieved Employees" Defined

The "Aggrieved Employees" under the Settlement consist of all current and former non-exempt employees who have worked, or continue to work, for Bridgestone in California during the PAGA Period. *See* Settlement, § 1.4. The number of Aggrieved Employees, including Plaintiff, is estimated to be approximately 3,125 individuals. Settlement, § 4.1; Blakely Decl., ¶ 13. The PAGA Period is defined as the period from June 21, 2023 through the date the Court signs the approval order. *See* Settlement, § 1.19.

B. Monetary Terms

The Settlement provides for Bridgestone's payment of a non-reversionary Gross Settlement Amount of $1,560,000.00. *See* Settlement, §§ 1.10, 3.1. After deducting requested attorneys' fees, litigation costs, Plaintiff's representative enhancement payment, and administration costs, the Settlement provides for the Net Settlement Amount to be distributed 65% to the LWDA and 35% to Aggrieved Employees, per Labor Code § 2699(i). Settlement, §§ 1.15, 3.2.4. The 35% portion to Aggrieved Employees shall be distributed based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. *Id*., § 3.2.4.1.

1. *Attorneys' Fees and Costs, Administration Costs, and Plaintiff's Representative Enhancement Payment*

Plaintiff's counsel requests 35% of the Gross Settlement Amount (i.e., $546,000.00) in attorneys' fees, and $24,122.97 in litigation costs. *See* Settlement, § 3.2.1; Blakely Decl., ¶¶ 26-27, Exhibit 4. As discussed in detail below, a fee award of 35% of the Gross Settlement Amount is fair, adequate, and reasonable as a percentage of the settlement fund and is in line with fee awards in other PAGA settlements.

The Parties have agreed to engage Apex Class Action LLC ("Apex") as the third-party settlement administrator. *See* Settlement, § 1.2. Apex will update the Aggrieved Employee addresses using the National Change of Address database, calculate and distribute Individual PAGA Payments, mail payments to all Aggrieved Employees together with the Explanatory Letter, and perform other duties that are integral to the effectuation of the Settlement. *Id.*, §§ 4.1-4.2, 4.4-4.4.4. Plaintiff requests that the Court approve $16,500.00 in administration costs to cover all costs incurred by Apex in connection with the Settlement. *Id.,* at § 3.2.2; *see also* Hartranft Decl., Exhibit B.

Finally, Plaintiff requests a Representative Enhancement Payment of $5,000.00, in recognition of Plaintiff's contributions to this case and her efforts in bringing this case to successful resolution. *See* Settlement, §§ 1.27, 3.2.3; Escarcega Decl., ¶¶ 4-6.

2. *Payment to LWDA and Aggrieved Employees*

The Net Settlement Amount will be distributed 65% to the LWDA and 35% to Aggrieved Employees, pursuant to Labor Code § 2699(m); Settlement, § 3.2.4. Based on the above requested distributions, the Net Settlement Amount is estimated to be $968,377.03, with $629,445.07 paid to the LWDA and $338,931.96 distributed to Aggrieved Employees. Blakely Decl., ¶ 13. As noted, there are approximately 3,125 total Aggrieved Employees. *Id.* Thus, it is anticipated that overall, the Aggrieved Employees will receive average Individual PAGA Payments of approximately $108.46. *Id*.

3. *Funding of the Settlement*

Bridgestone shall fully fund the Gross Settlement Amount by transmitting the funds to Apex no later than thirty-five (35) calendar days after the Effective Date. *See* Settlement. § 4.3.

Within fourteen (14) calendar days after the Settlement has been fully funded, Apex will mail the Explanatory Letter, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail. *See* Settlement, § 4.4.

Funds from settlement checks remaining uncashed after the void date (180 days after the date of mailing) will be sent by Apex to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. *See* Settlement, §§ 4.4.1, 4.4.3.

/ / /

IV. LEGAL ARGUMENT

A. Standards for Approval of a PAGA Settlement

The settlement of a PAGA claim requires court approval pursuant to the PAGA statute, which states that the "court shall review and approve any settlement of any civil action filed pursuant to this part." Labor Code § 2699(l). Of course, "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." *See In re TD Ameritrade Account Holder Litig.*, 2011 WL 4079226 at *9 (N.D. Cal. Sept. 13, 2011). "[T]he very essence of a settlement is… 'a yielding of absolutes and an abandoning of highest hopes,'" as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." *Officers for Justice v. Civil Service Com*., 688 F.2d 615, 624 (9th Cir. 1982).

Although the PAGA statute does not set forth the criteria by which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement. However, "a PAGA claim asserted on a non-class representative basis…is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 WL 253217 at *3 (E.D. Cal. Jan. 26, 2012).

First, in evaluating a PAGA settlement, the court is <u>not</u> concerned with amount(s) received by "aggrieved employees," but must focus on the total settlement amount in achieving PAGA's objective. "The remedy sought in a PAGA suit consists of civil penalties, not individual or class damages." *Mendez,* 2010 WL 2650571 at *4. Moreover, while "'[a PAGA] action is … designed to protect the public and penalize the employer for past illegal conduct" (*Mendez*, 2010 WL 2650571 at *4), a PAGA settlement involves a compromise that stops short of rendering findings of liability and damages. "Unlike a class action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." *Ochoa-Hernandez,* 2010 WL 1340777 at *4.

Second, consistent with the fact that unnamed employees have no property interest in a

PAGA claim, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." *Ochoa-Hernandez*, 2010 WL 1340777 at *5; *see also Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476, 482 (2020) (recognizing that "there is no mechanism for opting out of the judgment entered on the PAGA claim."). This renders the approval process of a PAGA settlement distinct from a class action settlement, as the Court need not employ the "two-step approval process" required for class action settlements under Fed. R. Civ. Proc. Rule 23(e) and Cal. Rule of Court 3.769.

Finally, unlike a class action settlement under Fed. R. Civ. Proc. Rule 23(e) or Cal. Rule of Court 3.769, the scope of release in a PAGA settlement is limited to *civil penalties*. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding…the non-party employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." *Arias v. Sup. Ct.*, 46 Cal. 4th 969, 986-87 (2009). Thus, the scope of release in a PAGA settlement is strictly confined to PAGA penalties.

1. *Factors in Evaluating a Representative PAGA Settlement*

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Sup. Ct.,* 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

> [T]he strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive, and trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

Because settlements inherently involve compromise, even a settlement providing for substantially narrower relief than might be obtained if the suit were successfully litigated can be reasonable because "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001) (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)). In addition, courts review the discovery process and information received through it to aid them in assessing whether the parties sufficiently developed the claims and their supporting factual bases before reaching settlement. *Kullar v. Foot Locker Retail, Inc.,* 168 Cal.App.4th 116, 129-31 (2008).

a. <u>The Strength of Plaintiff's Case</u>

Although Plaintiff steadfastly maintains her claims are meritorious, Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial, as set forth in more detail in the concurrently filed Blakely Declaration. Blakely Decl., ¶¶ 14-23. While Plaintiff was prepared to litigate her claims through trial, Plaintiff faced substantial challenges in prevailing in this matter and obtaining a better result than will be provided through the Settlement. Thus, this factor supports approval.

b. <u>Risk, Expense, Complexity, and Duration of Further Litigation</u>

Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had much formal discovery to conduct if the case did not settle. Substantive motion work and preparation for the PAGA trial also remained for the Parties, as well as potential appeals. As a result, the Parties would likely incur considerably more attorneys' fees and costs through trial and possible appeal. The Settlement avoids those risks and the accompanying expense.

c. <u>Amount Offered in Settlement Given Realistic Value of Claims</u>

The proposed Settlement provides a fair and reasonable monetary recovery for the State of California and Aggrieved Employees in the face of hotly disputed claims. Based on data provided by Bridgestone, there were approximately 201,273 Pay Periods worked by the

Aggrieved Employees during the PAGA Period. Blakely Decl., ¶ 24; Settlement, § 4.1.

Labor Code § 2699(f)(2)(A) provides for PAGA civil penalties in the amount of $100 for each employee per pay period. *See* Labor Code § 2699(f)(2)(A). The PAGA reform that applies to cases filed after June 19, 2024 provides that the heightened $200 per pay period penalty applies only if the Labor Commissioner or any Court has issued a finding or determination that the employer's policy or practice was unlawful, or the Court finds that the employer's conduct was malicious, fraudulent, or oppressive. *See* Labor Code § 2699(f)(2)(B). Therefore, assuming that Plaintiff could prove at least one Labor Code violation in each and every pay period during the PAGA Period, Plaintiff calculated Bridgestone's maximum PAGA exposure at $20,127,300 (201,273 pay periods * $100 per violation). Blakely Decl., ¶ 24.

In light of Bridgestone's arguments and defenses described in the accompanying Blakely Declaration, Plaintiff discounted that figure by 65% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 75% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately $1,761,139. Blakely Decl., ¶ 24; s*ee also, e.g., Thurman,* 203 Cal.App.4th at 1136 (affirming reduction of PAGA penalties); *Fleming,* 2011 WL 7563047 at *5 (reducing PAGA penalties by over 82%); *Carrington*, 30 Cal.App.5th at 529 (affirming PAGA civil penalty of just $5 per pay period).

In the face of Bridgestone's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of $1,560,000, which represents approximately 88.5% of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness. Blakely Decl., ¶ 24; *See Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is Maximumly inadequate and should be disapproved.") (internal quotations omitted).

Approval of the Settlement is appropriate, as the Settlement will provide tangible monetary relief to Aggrieved Employees and the State of California while avoiding the risks and costs of continued litigation and trial.

d. Discovery Completed and the Status of Proceedings

As noted, the Parties engaged in substantial informal discovery to evaluate the value of the PAGA claim. Bridgestone provided Plaintiff with, *inter alia*, payroll and timekeeping records for approximately 10% of all non-exempt employees, additional relevant data points, and relevant written policies and practices. Blakely Decl., ¶ 10. Plaintiff retained an expert to assist in conducting a comprehensive analysis of the data produced by Bridgestone to calculate Bridgestone's potential PAGA exposure. *Id.*, at ¶ 10. Only after engaging in mediation and adversarial discussions about the likelihood of proceeding on a representative basis and prevailing on the merits, did the Parties reach the proposed Settlement. Thus, this factor supports settlement approval.

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enter. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Plaintiff is represented by experienced counsel with decades of combined experience, who believe this Settlement to be fair and adequate for all involved. Blakely Decl., ¶¶ 2-6; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-9. This factor supports settlement approval.

B. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Settlement Fund

Plaintiff is entitled to attorneys' fees in this PAGA action under Labor Code § 2699(g)(1), which provides that "[a]ny employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorneys' fees and costs." *See also Gouskos v. Aptos Village Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that by obtaining PAGA penalties for the LWDA and Aggrieved Employees, Plaintiff has prevailed. *See Graciano v. Robinson Ford Sales*, 144 Cal.App.4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit."

A fee award is justified where the legal action has produced its benefits by way of settlement. *See*, *e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Comty. for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff…for the benefit of all results in the creation or preservation of that fund, such plaintiff…may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of Plaintiff' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure").

Fee awards of 35% of the settlement fund are often awarded in California courts in class and representative PAGA actions. The California Supreme Court confirmed its approval of the use of the "percentage of fund" method in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), where it announced "the percentage of fund method survives in California class action cases…" Specifically, the *Laffitte* Court held:

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

Id., at 503 (internal citation omitted). Indeed, "[F]ee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008); *see also Chavez v. Saticoy Lemon Ass'n*, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in PAGA settlement); *Clavel v. Lupe's Thousand Oaks Mexican Restaurant, Inc.*, 2016 WL 1601223 (Ventura Cty. Super. Ct., Mar. 25, 2016) (same). This is also consistent with Plaintiff's counsel's experience in similar wage-and-hour class and PAGA matters. Blakely Decl., ¶ 26.

Here, Plaintiff's fee request of 35% of the Gross Settlement Amount (estimated to be $546,000.00), is fair and reasonable based on the percentage of the recovery method.

Critically, Plaintiff's recovery for the State of California and the Aggrieved Employees of approximately $968,377.03 (Net Settlement Amount) significantly exceeds other PAGA awards approved by California courts. *See, e.g., Aguirre v. DSW, Inc.*, No. DCV-11-01522-GW (SPx), 2012 WL 11875296 at *3 (C.D. Cal. Nov. 29, 2012) (approving $10,000 PAGA payment); *Jamil v. Workforce Res., LLC*, No. 18-CV-27 JLS (NLS), 2020 WL 6544660) at *6 (S.D. Cal. Nov. 5, 2020) (approving $10,000 total PAGA payment, finding the amount "fair and adequate in view of the purposes and policies of PAGA"); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-cv-0324-AWI-SKO, 2012 WL 5364575 at *7 (E.D. Cal. Oct. 31, 2012) ("approving $10,000 total PAGA payment, finding that "[t]his comports with settlement approval of PAGA awards in other cases. [Citations.]"); *Boyd v. Bank of Am. Corp.*, No. SACV-13-0561-DOC (JPRx), 2014 WL 6473804 at *8 (C.D. Cal. Nov. 18, 2014) (approving $18,750 PAGA payment); *Franco v. Ruiz Food Prods.*, No. 1:10-cv-02354-SKO, 2012 WL 5941801 at *14 (E.D. Cal. Nov. 27, 2012) (approving $10,000 PAGA payment); *Chu v. Wells Fargo Inv., LLC*, 2011 WL 672645 at *1 (N.D. Cal. Feb. 16, 2011) ($10,000 PAGA payment).

As discussed above, this case presented significant risks to Plaintiff's counsel, who took this case on a purely contingency basis. Plaintiff's counsel conducted extensive research regarding the merits of Plaintiff's claims, her ability to recover PAGA civil penalties, and Bridgestone's potential defenses. Blakely Decl., ¶¶ 14-23. Since undertaking representation of Plaintiff, Plaintiff's counsel has dedicated substantial resources to this litigation without receiving any compensation to date. *Id*., ¶¶ 26-27. Plaintiff's counsel also performed extensive analysis of data and information produced by Bridgestone with the help of a retained expert, used this analysis to evaluate Plaintiff's claims, and drafted a comprehensive mediation brief. *Id*., at ¶ 26.

Plaintiff's counsel attended a full-day mediation, and expended significant effort in preparing settlement documents, this Motion and supporting documents, and will oversee the settlement administration process. *Id*. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's counsel was great. The quality of Plaintiff's counsel's work, and the efficacy and dedication with which it was performed, should be compensated. Thus, Plaintiff submits the requested fee award is fair, reasonable and adequate and should be approved.

Plaintiff's counsel have over three decades of combined wage-and-hour class and representative action experience and have been certified as class counsel in numerous class actions. Blakely Decl., ¶¶ 2-6; Haines Decl., ¶¶ 3-9. Because it is reasonable to compensate counsel according to their skill, reputation, and experience, a fee award of 35% of the Gross Settlement Amount is reasonable. This case involved nuanced legal issues, including the legality of Bridgestone's timekeeping policies and practices and obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Blakely Decl., ¶ 26. Also, Bridgestone was represented by experienced wage-and-hour litigation counsel. *Id*. Thus, Plaintiff submits the requested fee award is fair, reasonable and adequate and should be approved. *Id*.

C. **<u>The Requested Litigation Costs and Settlement Administration Costs Are Fair, Reasonable, and Adequate</u>**

Plaintiff's request for reimbursement of costs of $24,122.97 is also fair and reasonable. All of Plaintiff's litigation costs are reasonably incurred and were necessary to further the prosecution of this case on behalf of the State of California and the Aggrieved Employees. *See* Blakely Decl., ¶ 27, Exhibit 4. Moreover, the costs Plaintiff seek are the types of costs routinely approved by courts. *See*, *e.g.*, *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client").

Likewise, the request for administration costs of $16,500.00 is also fair and reasonable. Blakely Decl., ¶ 25. Apex was selected because it is an experienced settlement administrator and returned a reasonable bid. *Id*. *See* Settlement, § 1.2.; *See also* Hartranft Decl. and Exhibits. Moreover, Apex will perform several important functions that are integral to the implementation of the Settlement. Blakely Decl., ¶ 25. Its requested fee is therefore reasonable.

D. **The Court Should Approve Plaintiff's Requested Representative Enhancement Payment Because It Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks She Assumed in This Litigation.**

Courts routinely approve enhancement payments to compensate named plaintiffs for the services they provide and the risks they incur during representative litigation. *See, e.g., Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named Plaintiff); *Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294 (N.D. Cal. 1995) (approving $50,000 incentive payment). Here, Plaintiff seeks a Representative Enhancement Payment of $5,000.00. *See* Settlement, §§ 1.27, 3.2.3. This request is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of the Aggrieved Employees. Escarcega Decl., ¶¶ 4-6; *see also* Blakely Decl., ¶ 28. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with Plaintiff's counsel regarding the case. *Id*. Accordingly, Plaintiff's requested Representative Enhancement Payment is appropriate and justified as part of the Settlement.

V. **CONCLUSION**

For the reasons stated herein, Plaintiff respectfully requests that this Court grant Plaintiff's Motion and adopt the [Proposed] Judgment and Order Granting Settlement Approval submitted concurrently herewith.

Dated: July 23, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: Sean Blakely
Sean M. Blakely
Attorneys for Plaintiff