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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF HUMBOLDT

JASON CATLOW and
RAVI BHATIA, individually, and on
behalf of others similarly situated,

Plaintiffs,

v.

ENTERPRISE RENT-A-CAR COMPANY
OF SACRAMENTO, LLC, a Delaware
limited liability company, ENTERPRISE
RENT-A-CAR CO OF SAN FRANCISCO,
LLC, a Delaware limited liability
company, and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV2500406

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: March 21, 2025
Time: 10:30 a.m.
Courtroom 4

*[Filed and served concurrently with
Declaration of Bruce Weisenberg in
Support of Motion for Approval of PAGA
Settlement]*

1
2 TO THE COURT AND TO DEFENDANTS AND TO THEIR COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE that on March 21, 2025 at 10:30 a.m. or as soon thereafter as the
4 matter can be heard in Courtroom 4 of the Humboldt County Superior Court, located at 825 5th
5 Street, Eureka, CA 95501, Plaintiffs Jason Catlow and Ravi Bhatia will, and hereby do, move this
6 Court for entry of an order and judgment approving Plaintiffs' Settlement with Defendants Enterprise
7 Rent-a-Car Company of Sacramento, LLC and Enterprise Rent-a-Car Co of San Francisco, LLC
8 under California's Private Attorneys General Act of 2004 ("PAGA").

9 This motion is based on the fact that the proposed Maximum Settlement Amount of \$479,360
10 is fair, reasonable and adequate, will provide genuine and meaningful relief and will fulfill PAGA's
11 purpose to benefit the public.

12 This motion is based upon this notice, the attached Memorandum of Points and Authorities,
13 the Declaration of Bruce Weisenberg and exhibits thereto, the complete files and records of this case,
14 and any other evidence or oral argument which may be considered by the Court at the time of the
15 hearing.

16
17 Respectfully submitted,

18
19 Dated: February ___, 2025

RD LAW GROUP

20
21
22
23 _____
24 Bruce E. Weisenberg, Eva Abrams, and Alex Derval
25 Attorneys for PLAINTIFFS JASON CATLOW and
26 RAVI BHATIA individually, and on behalf of
27 others similarly situated
28

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”), Labor Code
4 section 2698 *et seq.*, Plaintiffs Jason Catlow and Ravi Bhatia (“Plaintiffs”) seek court approval of the
5 settlement of their action with Defendants Enterprise Rent-a-Car Company of Sacramento, LLC and
6 Enterprise Rent-a-Car Co of San Francisco, LLC (“Defendants” or “Enterprise”).¹

7 Plaintiffs allege that Defendants violated several Labor Code sections, including those
8 regarding meal and rest breaks, minimum and overtime wages, maintaining required records, wage
9 statements, expense reimbursements and separation pay. As defined in the Settlement Agreement
10 Regarding PAGA Claims (“Agreement” or “Settlement”), the term “Settlement Members” refers to
11 all persons employed by Defendants in California during the Applicable PAGA Periods. Weisenberg
12 Decl., Ex. 2. The “Sacramento PAGA Period” means July 25, 2023, through March 21, 2025. For
13 allegedly aggrieved employees of Enterprise Rent-a-Car Company of Sacramento, LLC, the
14 Sacramento PAGA Period may also be referred to as the Applicable PAGA Period. The “San
15 Francisco PAGA Period” means May 29, 2023, through March 21, 2025. For allegedly aggrieved
16 employees of Enterprise Rent-a-Car Co of San Francisco, LLC, the San Francisco PAGA Period may
17 also be referred to as the Applicable PAGA Period. *Id.* The Settlement resolves all claims for civil
18 penalties based on the alleged Labor Code violations on behalf of all persons employed by
19 Defendants in California during the Applicable PAGA Periods.

20 Under the terms of the Settlement, Defendants will pay \$479,360 to settle Plaintiffs’ PAGA
21 claims. Weisenberg Decl., Ex. 2. The Settlement provides for attorneys’ fees of 33-1/3 percent
22 (\$159,786.66) to Plaintiff’s Counsel, RD Law Group, APC (“RDLG”), reimbursement of no more
23 than \$10,000 for RDLG’s litigation expenses and costs, and settlement administration costs not to
24 exceed \$18,000.00, all of which are reasonable. Weisenberg Decl., Ex. 2. The Maximum Settlement
25 Amount of \$479,360.00 is significant enough to deter Defendants from future violations, creating a
26 disincentive for Defendants to engage in unlawful business practices. The Settlement provides a

27 _____
28 ¹ The Settlement Agreement is attached as Exhibit 2 to the Declaration of Bruce Weisenberg (“Weisenberg Decl.”)
filed concurrently herewith.

substantial benefit to the State of California. The PAGA Fund (\$479,360.00 -\$159,786.66-\$18,000-\$10,000) totals \$291,573.34, with the California Labor and Workforce Development Agency (“LWDA”) receiving \$189,522.67 as 65% of the PAGA Fund to assist with the enforcement of labor laws. Weisenberg Decl., ¶ 22. Settlement Members will receive 35% of the PAGA Fund, or \$102,050.67, with an average Individual Settlement Payment of \$22.90, prorated by the number of pay periods and shifts worked per Settlement Member. *Id.* The civil penalties secured by the Settlement are genuine and meaningful, and fulfill PAGA’s underlying purpose to benefit the public. Accordingly, Plaintiff requests that the Court approve the Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties

Defendants operate rental car locations throughout Northern California, including in Humboldt County. Weisenberg Decl., ¶¶ 3-4.² Plaintiffs were previously employed by Defendants. *Id.* Plaintiff Jason Catlow lives in the County of Humboldt and performed work for Defendants in the County of Humboldt. *Id.*

B. Procedural History

On November 13, 2024 pursuant to Labor Code section 2699.3, Plaintiff Jason Catlow gave written notice by online filing to the LWDA and by certified mail to Defendants of his intent to bring a claim under PAGA (“PAGA Notice”) against Defendants. Weisenberg Decl., ¶ 7; Ex. 1.

On August 28, 2024, pursuant to Labor Code section 2699.3, Plaintiff Ravi Bhatia gave written notice by online filing to the LWDA and by certified mail to Defendants of his intent to bring a claim under PAGA (“PAGA Notice”) against Defendants. Weisenberg Decl., ¶ 8; Ex. 1.

More than 65 days passed after the letters were sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letters. *Id.*, ¶ 10.

On February 21, 2025, Plaintiffs filed a Complaint in Humboldt County Superior Court, asserting claims for wage and hour violations, which included Plaintiffs’ individual wage and hour

² Plaintiffs and Defendants will be collectively referred to as “the Parties.”

claims, as well as representative PAGA claims on behalf of all employees of Defendants in California. *Id.*, ¶ 11.

C. Discovery and Investigation

Prior to reaching the Settlement, RD Law Group, LLP (“RDLG”) researched and investigated Plaintiffs’ claims and Defendants’ anticipated defenses. RDLG required, and Enterprise produced, the following discovery documents and information:

- The complete employee file of Plaintiff Bhatia
- The complete payroll records of Plaintiff Bhatia
- The complete employee file of Plaintiff Catlow
- The complete payroll records of Plaintiff Catlow
- Sample wage statements
- A five-percent (5%) random sampling of the alleged aggrieved employees’ timesheets for a randomly-selected portion of the Applicable PAGA Periods. RDLG analyzed the data for missed, short, and late meal periods and determined the violation rates.
- Relevant Enterprise policy documents, including (a) Enterprise’s “Personnel Policies Summary,” which applies nationwide, (b) Enterprise Rent-A-Car Company of San Francisco’s “Addendum” to the nationwide policies, which adds policies which are peculiar to California and/or San Francisco, and (c) Enterprise Rent-A-Car Company of Sacramento’s “Addendum” to the nationwide policies, which adds policies which are peculiar to California and/or Sacramento. Weisenberg Decl., ¶ 12.

Based on the foregoing informal discovery and investigation, and with the assistance of a skilled mediator, RDLG was able to intelligently and effectively negotiate the proposed Settlement. Weisenberg Decl., ¶ 13.

D. Settlement Negotiations

On August 28, 2024, RDLG and Plaintiff Bhatia sent what is sometimes referred to as a

1 “PAGA Letter” to the LWDA and to Enterprise on behalf of Plaintiff Bhatia, in compliance with
2 California Labor Code Section 2699.3. Weisenberg Decl., ¶ 14. RDLG subsequently sent another
3 “PAGA Letter” to the LWDA and to Enterprise, this time on behalf of Plaintiff Catlow. *Id.* Counsel
4 for the parties engaged in settlement discussions by telephone. RDLG required, and Enterprise
5 produced, the discovery documents and information enumerated above. Eventually, the parties agreed
6 to engage in mediation with the Honorable Thomas L. Willhite. *Id.* Justice Willhite served on the
7 California Court of Appeal from 2005 until 2023, and he has extensive expertise regarding PAGA
8 cases. *Id.* The parties attended mediation with Justice Willhite. Following a successful mediation, the
9 Settlement Agreement Regarding PAGA Claims (“Agreement” or “Settlement”) was fully executed
10 as of February 10, 2025. *Id.* On _____, Plaintiffs submitted a copy of the Agreement to the
11 LWDA, along with copies of Plaintiffs’ Motion for Approval of PAGA Settlement and the
12 Declaration of Bruce Weisenberg in support thereof. *Id.* True and correct copies of the Agreement
13 and the LWDA’s e-mail confirmation receipt are attached hereto as Exhibits 2 and 3, respectively. *Id.*
14 The Notice that will be sent with the checks to the Settlement Members is attached as Exhibit C to the
15 Agreement. *Id.*

17 **III. SUMMARY OF SETTLEMENT**

18 **A. The Settlement Members**

19 As defined in the Settlement Agreement Regarding PAGA Claims (“Agreement” or
20 “Settlement”), the term “Settlement Members” refers to all persons employed by Defendants in
21 California during the Applicable PAGA Periods. Weisenberg Decl., Ex. 2, Page 5. The “Sacramento
22 PAGA Period” means July 25, 2023, through March 21, 2025. *Id.* For allegedly aggrieved employees
23 of Enterprise Rent-a-Car Company of Sacramento, LLC, the Sacramento PAGA Period may also be
24 referred to as the Applicable PAGA Period. *Id.* The “San Francisco PAGA Period” means May 29,
25 2023, through March 21, 2025. *Id.* For allegedly aggrieved employees of Enterprise Rent-a-Car Co of
26 San Francisco, LLC, the San Francisco PAGA Period may also be referred to as the Applicable
27 PAGA Period. *Id.* Defendants represent that there are approximately 4,457 Settlement Members.

1 Weisenberg Decl., ¶ 5.

2 **B. Settlement Terms**

3 Under the Settlement, all Settlement Members' PAGA claims shall be settled for the
4 Maximum Settlement Amount of \$479,360, which is inclusive of the PAGA Fund, Plaintiff's
5 Counsel Payment and Settlement Administration Costs. Weisenberg Decl., Ex. 2, Page 3. The
6 Maximum Settlement Amount shall be allocated as follows:

7 **1. PAGA Fund**

8 The PAGA Fund (\$479,360.00 -\$159,786.66-\$18,000-\$10,000) totals \$291,573.34, with the
9 LWDA receiving \$189,522.67 as 65% of the PAGA Fund to assist with the enforcement of labor
10 laws. Settlement Members will receive 35% of the PAGA Fund, or \$102,050.67, with an average
11 Individual Settlement Payment of \$22.90, prorated by the number of pay periods and shifts worked
12 per Settlement Member. Weisenberg Decl., ¶ 22 and Ex. 2, Page 7.

13 Each Settlement Member shall receive a pro rata share of the PAGA Fund ("Individual
14 Settlement Payment") based on the number of pay periods worked by each Settlement Member
15 during the PAGA Period. Weisenberg Decl., Ex. 2, Page 10. Partial pay periods will be counted as
16 full pay periods. *Id.* The Settlement Administrator shall determine the eligibility for, and the amounts
17 of, each Individual Settlement Payment. *Id.*

18 The amount to be paid per pay period worked by a Settlement Member will be calculated as
19 follows: divide the Settlement Member Portion of the PAGA Fund by the number of pay periods
20 worked by Non-Exempt Settlement Members during the PAGA period plus one-half of the number of
21 pay periods worked by Exempt Settlement Members during the PAGA Period, the resulting value
22 will be the "Quotient." *Id.* The amount to be paid per pay period worked by a Non-Exempt
23 Settlement Member will be the Quotient. *Id.* The amount to be paid per pay period worked by an
24 Exempt Settlement Member will be one-half of the Quotient. *Id.* The Settlement Administrator's
25 calculation of each Individual Settlement Payment shall be binding on the Settlement Members. *Id.*
26 Defendants' records shall be determinative for purposes of calculating the number of pay periods
27 worked and any payments to Settlement Members. *Id.*

1 **2. Plaintiffs’ Counsel Payment**

2 RDLG will receive attorneys’ fees not to exceed 33-1/3% of the Maximum Settlement
3 Amount (\$159,786.66) plus reimbursement of litigation costs not to exceed \$10,000.00. Weisenberg
4 Decl., Ex. 2, Page 7, Lines 26-28 and Page 8, Lines 1-7. RDLG’s costs plus estimated future costs are
5 \$8,644.53. Weisenberg Decl., ¶ 41.

6 **3. Settlement Administration Costs**

7 The Parties have selected CPT Group, Inc. to serve as the Settlement Administrator.
8 Weisenberg Decl., Ex. 2, Page 5, Lines 14-16. The Settlement Administrator’s costs are capped at
9 \$18,000.00, which shall be paid from the Maximum Settlement Amount. Weisenberg Decl., Ex. 2,
10 Page 8, Lines 20-23.

11 **C. The Release**

12 Upon the Effective Date, the LWDA and Settlement Members will fully release and forever
13 discharge the Released Parties from the Released Claims. Weisenberg Decl., Ex. 2, Page 13, Lines
14 20-25. The foregoing incorporates the following definitions from Pages 2 through 5 of the Settlement
15 Agreement:

- 16 • “Alleged Violations” means Defendants’ alleged violations of Labor Code
17 Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221,
18 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511,
19 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3,
20 1197, 1197.1, 1198, 1198.5, 1199 and 2802, committed against the
21 Settlement Members during the Applicable PAGA Periods.
- 22 • “Sacramento PAGA Period” shall mean July 25, 2023, through March 21,
23 2025. For Aggrieved Employees of Enterprise Rent-a-Car Company of
24 Sacramento, LLC, the Sacramento PAGA Period may also be referred to as
25 the Applicable PAGA Period.
- 26 • “San Francisco PAGA Period” shall mean May 29, 2023, through March 21,
27 2025. For Aggrieved Employees of Enterprise Rent-a-Car Co of San
28

1 Francisco, LLC, the San Francisco PAGA Period may also be referred to as
2 the Applicable PAGA Period.

- 3 • “Released Claims” means any and all claims under PAGA on behalf of any
4 PAGA Settlement Member, related to the Alleged Violations.
- 5 • “Settlement Members” refers to all persons employed by Defendants as
6 employees in California during the Applicable PAGA Periods.
- 7 • “Released Parties” means Defendants and all of their past and present parents,
8 subsidiaries, affiliated and/or related corporations, predecessors, successors,
9 and assigns, including each of their officers, directors, members,
10 shareholders, managing agents, representatives, consultants, attorneys,
11 insurers and divisions, whether previously or hereinafter affiliated in any
12 manner. Released Parties specifically include without limitation Enterprise
13 Holdings, Inc., which is an intended third party beneficiary of this
14 Agreement. Weisenberg Decl., Ex. 2, Pages 2-5.

15
16 **D. Settlement Administration**

17 The Settlement Administrator will establish a Qualified Settlement Fund and Defendants will
18 deposit the Maximum Settlement Amount within twenty-one (21) days after the Effective Date.
19 Weisenberg Decl., Ex. 2, Page 9, Lines 10-16. Also within twenty-one (21) days after the Effective
20 Date, Defendants will provide CPT with the Employee Information including each Settlement
21 Member’s full name, last known address, Social Security number, and total number of Compensable
22 Pay Periods. Weisenberg Decl., Ex. 2, Page 3, Lines 7-12 and Page 11, Lines 16-18. Defendants
23 estimate that the total number of pay periods at issue is 128,000. Weisenberg Decl., ¶16.

24 Upon receipt of the Employee Information, the Settlement Administrator shall perform a
25 search based on the National Change of Address Database maintained by the United States Postal
26 Service to update and correct any known or identifiable address changes. Weisenberg Decl., Ex. 2,
27 Page 11, Lines 23-26.

1 Within thirty (30) days after the Effective Date, the Settlement Administrator will send the
2 Settlement Packets (the Notice and Individual Settlement Payment) to the Settlement Members by
3 First Class U.S. Mail, the PAGA Portion to the LWDA, and Plaintiffs' Counsel Payment.
4 Weisenberg Decl., Ex. 2, Page 12, Lines 4-13.

5 The Effective Date is the date that the Judgment becomes final, which is the later of: (a) the
6 date of final affirmance on appeal of the Judgment, the expiration of the time for a petition to review
7 the Judgment, and, if review is granted, the date of final affirmance of the Judgment following
8 review; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
9 proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any
10 appeal from the Judgment. Weisenberg Decl., Ex. 2, Page 2, Lines 24-28 and Page 3, Lines 1-6.

11 Within thirty-five (35) days of the Effective Date, the Settlement Administrator will deduct an
12 amount equivalent to its costs. Weisenberg Decl., Ex. 2, Page 13, Lines 17-19.

13 Any Settlement Packets returned to the Settlement Administrator as non-deliverable shall be
14 re-sent by First Class U.S. Mail to the forwarding address affixed thereto. Weisenberg Decl., Ex. 2,
15 Page 12, Lines 14-25. If no forwarding address is provided, the Settlement Administrator shall use
16 the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement
17 Administrator or other mutually agreeable method to locate the Settlement Member and will then
18 mail the Settlement Packets to the address identified. *Id.* If no current address is located, the
19 Settlement Packet for that individual will be deemed undeliverable. *Id.* If any Settlement Member
20 cannot be located within two attempts at mailings by the Settlement Administrator, the Settlement
21 Packet for that individual will be deemed undeliverable. *Id.*

22 All Individual Settlement Payment checks will remain valid and negotiable for 180 days from
23 the date they are mailed by the Settlement Administrator. Weisenberg Decl., Ex. 2, Page 13, Lines 4-
24 8. After that time, any uncashed checks will be distributed to the State of California Controller's
25 Office, Unclaimed Property Fund. *Id.*

1 **IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT**

2 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful**
3 **and Fulfill PAGA’s Underlying Purpose to Benefit the Public**

4 The PAGA statute specifically provides that “[t]he superior court shall review and approve
5 any settlement of any civil action filed pursuant to this part.” *Lab. Code* §2699(1)(2). The statute,
6 however, does not require a two-step process or otherwise mimic the class action approval
7 requirements when the parties reach a settlement only as to PAGA civil penalties. See *Arias v.*
8 *Superior Court* (2009) 46 Cal.4th 969, 975 (class action requirements “need not be met when an
9 employee’s representative action against an employer is seeking civil penalties” under PAGA);
10 *Salazar v. Sysco Central Cal., Inc.* (E.D. Cal. Feb. 2, 2017) 2017 WL 1135801, *2 (rejecting the
11 application of class action settlement rules and procedures for PAGA settlement approval). In the
12 absence of an explicit statutory requirement, the LWDA has provided guidance, explaining that
13 courts should evaluate settlements of PAGA claims based on whether “the relief provided for under
14 the PAGA [is] genuine and meaningful, consistent with the underlying purpose of the statute to
15 benefit the public.” *O’Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d 1110, 1133; see
16 also *Salazar*, 2017 WL 1135801 at *2. Courts defer to the agency’s interpretation of a statute where
17 authority has been delegated to that agency. See, *New Cingular Wireless PCS, LLC v. Pub. Utilities*
18 *Comm’n* (2016) 246 Cal.App.4th 784, 807. When evaluating a PAGA settlement, the court should
19 analyze whether the amount of civil penalties obtained is “genuine and meaningful” in light of
20 PAGA’s statutory purpose.

21 The California Legislature enacted PAGA to “augment the limited enforcement capability of
22 the [LWDA] by empowering employees to enforce the Labor Code as representatives of the
23 Agency.” *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 383. PAGA authorizes
24 an employee to bring an action for “civil penalties on behalf of the state against his or her employer
25 for Labor Code violations committed against the employee and fellow employees.” *Id.* at 360. An
26 action under PAGA to recover civil penalties “is essentially a law enforcement action designed to
27 protect the public and not benefit private parties.” *Id.* at 381. Fundamentally, “a PAGA action is a
28 statutory action in which the penalties available are measured by the number of Labor Code

1 violations committed by the employer.” *Sakkab v. Luxottica Retail North America, Inc.* (9th Cir.
2 2015) 803 F.3d 425, 435. “As the state’s proxy, an employee-plaintiff may obtain civil penalties for
3 violations committed against absent employees [citation], just as the state could if it brought an
4 enforcement action directly.” *Id.*

5 Under the general provisions of the PAGA scheme, 65 percent of the civil penalties recovered
6 goes to the state, while the remaining amount is distributed to the aggrieved employees. *Lab. Code* §
7 2699(i). The PAGA action is one of the “primary mechanisms for enforcing the Labor Code.”
8 *Iskanian, supra*, 59 Cal.4th at 383. As the state’s proxy or agent, “the employee plaintiff represents
9 the same legal right and interest as state labor law enforcement agencies—namely, recovery of civil
10 penalties that otherwise would have been assessed by and collected by the [LWDA].” *Id.* “[A]n
11 aggrieved employee’s action under [PAGA] functions as a substitute for an action brought by the
12 government itself.” *Id.* The goal of PAGA is to impose civil penalties for Labor Code violations
13 “significant enough to deter violations.” *Id.* at 379.

14 Thus, a PAGA action is “fundamentally different from a class action.” *Baumann v. Chase Inv.*
15 *Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 (“These differences stem from the central nature of
16 PAGA. PAGA plaintiffs are private attorneys general who, stepping into the shoes of the LWDA,
17 bring claims on behalf of the state agency.”). The PAGA statute expressly distinguishes and
18 preserves the right of employees to separately (or concurrently) pursue their own causes of action
19 against their employers and to recover other available federal and state remedies. *Lab. Code* §
20 2699(g)(1); *see Baumann, supra*, 747 F.3d at 1123 (explaining the differences between the finality in
21 class action judgments and the limited res judicata effect of PAGA judgments). “Unlike a class action
22 seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize
23 private parties to recover civil penalties for the government that otherwise may not have been
24 assessed and collected by overburdened state enforcement agencies.” *McKenzie v. Federal Exp.*
25 *Corp.* (C.D. Cal. 2011) 765 F. Supp. 2d 1222, 1233.

26 Here, the Settlement provides for civil penalties that are genuine and meaningful, consistent
27 with the underlying purpose of the statute to benefit the public. The Maximum Settlement Amount of
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\$479,360 is consistent with PAGA’s goal of penalizing Defendants for the alleged violations, deterring future violations, and providing a benefit to the public through enforcement of state labor laws. It is significant enough to deter Defendants from future violations, creating an effective disincentive for Defendants to engage in unlawful business practices. Weisenberg Decl., ¶ 22. The Settlement provides a substantial benefit to the State of California, with the LWDA receiving \$189,522.67 as 65% of the PAGA Fund to assist with the enforcement of labor laws. *Id.* Accordingly, the Settlement fulfills the underlying purpose of the statute and confers a substantial benefit on the public.

B. The Settlement Is Reasonable Given the Risks of Further Litigation

In assessing whether the amount in civil penalties is genuine and meaningful, the Court may balance the amount in penalties with the risks of further litigation. Here, Plaintiff obtained a meaningful amount in civil penalties despite facing significant challenges had the litigation continued. Plaintiffs have calculated the maximum potential penalties to be approximately \$10,726,735.54. Weisenberg Decl., ¶18.

Plaintiffs took into account the fact that continued litigation would be expensive and time-consuming involving a trial and likely appeals, all with uncertain results, and it would substantially delay and potentially reduce any penalties recovered on behalf of the State and the Settlement Members. Weisenberg Decl., ¶19; *Lab. Code* §2699(e)(2) (granting court discretion to award a lesser amount than the maximum civil penalties if to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.”).

While the Plaintiffs and RDLG are confident in the merits of the Action, a legitimate controversy exists. Weisenberg Decl., ¶ 20. For example, Plaintiffs contend that, due to the nature of the Settlement Members’ work and Defendant’s practices, Settlement Members did not regularly receive timely meal breaks, which represents 65.5% of the meal break violations found in the records, with short meal breaks representing 26.1% and missed meal breaks representing 8.4%. Weisenberg Decl., ¶ 18.

On the other hand, Defendant contends that Settlement Members were provided lawful meal

1 and rest periods, that any late, short, or missed breaks were due to employees' own choices.
2 Weisenberg Decl., ¶ 21.

3 Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the
4 probability of appeal of a favorable judgment are considered, it is clear that the settlement amount of
5 \$ 479,360 is reasonable and in the best interest of the public. *Id.*, ¶ 22. The Settlement therefore
6 accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter"
7 Defendants from future alleged Labor Code violations, while also ensuring that the penalties are not
8 "unjust, arbitrary and oppressive, or confiscatory." *Lab. Code* §2699(e)(2); *Iskanian, supra*, 59
9 Cal.4th at 384.

10 **V. THE REQUESTED FEES AND COSTS ARE REASONABLE**

11 The Settlement provides for Plaintiffs' Counsel Payment up to thirty-three and one-third
12 percent of the Maximum Settlement Amount, for a maximum fee award of \$159,786.66 plus
13 reasonable litigation costs not to exceed \$10,000.00. Weisenberg Decl., Ex. 2, Page 7, Lines 26-28
14 and Page 8, Lines 1-7. Plaintiff's Counsel is entitled to reasonable attorneys' fees pursuant to Labor
15 Code section 2699(g)(1). The requested fees are reasonable based on RDLG's lodestar plus a modest
16 multiplier and as a percentage of the Maximum Settlement Amount.

17 **A. Plaintiff's Counsel Is Entitled to Attorneys' Fees and Costs Under PAGA**

18 Plaintiffs are entitled to attorneys' fees under Labor Code section 2699(g)(1), which provides
19 that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's
20 fees and costs." *Lab. Code* § 2699(g)(1); see also *Gouskos v. Aptos Village Garage, Inc.* (2001) 94
21 Cal.App.4th 754, 765 (holding that attorneys' fees to prevailing party are mandatory when the statute
22 uses the word "shall"). It is undisputed that Plaintiff is the prevailing party with the net monetary
23 recovery. See *DeSaulles v. Community Hospital of Monterey Peninsula* (2016) 62 Cal.4th 1140, 1157
24 ("the rule is that a partial recovery, as long as it is a net monetary recovery, entitles a plaintiff to
25 costs."). Accordingly, Plaintiffs are entitled to recover attorneys' fees and costs.

26 **B. Plaintiffs' Counsel's Requested Attorneys' Fees Are Reasonable Under the** 27 **Lodestar Method**

28 Plaintiffs' fee application is reasonable based on RDLG's lodestar. Under the lodestar

1 method, the court considers a compilation of the time spent and a reasonable hourly compensation of
2 each attorney to evaluate the reasonableness of the fee requested. *Ramos v. Countrywide Home*
3 *Loans, Inc.* (2000) 82 Cal.App.4th 615, 622. The moving party meets its burden in this regard by
4 submitting “declarations evidencing the reasonable hourly rate for their services and establishing the
5 number of hours spent working on the case” as “California case law permits fee awards in the
6 absence of detailed time sheets.” *Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 254-55,
7 (disapproved on another ground in *Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269); *Dunk v.*
8 *Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1810; *Nightengale v. Hyundai Motors America*
9 (1994) 31 Cal.App.4th 99, 103. The hours spent and the reasonable hourly compensation are
10 computed to arrive at a “lodestar” figure which may then be augmented or diminished by the court
11 taking into account various “multiplier” factors. *See Ramos, supra*, 82 Cal.App.4th at 622 (citing
12 *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49).

13 Here, RDLG’s lodestar is \$109,970.00 which is based on approximately 131.6 hours of
14 attorney time at the attorneys’ customary hourly rates. Weisenberg Decl., ¶ 24. As Plaintiff is
15 requesting attorneys’ fees in the amount of \$ 159,786.66. Plaintiff is requesting application of a
16 modest 1.438x multiplier. *Id.*, ¶38.

17 **1. Plaintiff’s Counsel’s Hours Are Reasonable**

18 In determining whether the number of hours expended on the litigation was reasonable, the
19 court must determine that “the time spent was reasonably necessary and that [] counsel made ‘a good
20 faith effort to exclude from the fee request hours that are excessive, redundant, or otherwise
21 unnecessary.” *Jordan v. Multnomah County* (9th Cir. 1987) 815 F.2d 1258, 1263 n. 8. The court
22 “should defer to the winning lawyer’s professional judgment as to how much time he was required to
23 spend on the case.” *Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112 (noting that
24 “[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating
25 their fees. The payoff is too uncertain, as to both the result and the amount of the fee.”).

26 Since August of 2024, when Plaintiffs retained RDLG, RDLG has devoted a significant
27 amount of time to this matter. The efforts expended by RDLG thus far include, but are not limited to:
28

1 interviewing Plaintiffs and reviewing documents provided by Plaintiffs; drafting PAGA Notices,
2 drafting the operative Complaint, preparing for mediation, drafting a mediation brief, and attending
3 mediation; meeting and conferring with Defendants' counsel to obtain relevant documents and
4 information; reviewing records produced by Defendants; analyzing the information provided by
5 Defendants and preparing a penalty analysis; performing legal research regarding Plaintiffs' claims
6 and Defendants' defenses; engaging in settlement negotiations, drafting and revising the Settlement
7 Agreement; and drafting this motion, declaration, and accompanying documents. Weisenberg Decl.,
8 ¶37. By the end of this action RDLG will have devoted approximately 131.6 hours to the Action. *Id.*
9 ¶26. All of the hours thus far were necessary and reasonable to achieve the excellent result on behalf
10 of the State and RDLG anticipates spending another 10.0 hours on this case, including preparing for
11 and attending the hearing on the Motion for Approval of PAGA Settlement, monitoring the
12 settlement administration process, and answering questions from Settlement Members. *Id.*, ¶ 24.

13 **2. Plaintiff's Counsel's Hourly Rates Are Reasonable**

14 The reasonable hourly rate is that prevailing in the community for similar work. *PLCM*
15 *Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. "[I]n assessing a reasonable hourly rate, the
16 trial court is allowed to consider the attorneys' skill as reflected in the quality of work, as well as the
17 attorneys' reputation and status." *MBNA American Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th 1,
18 3. The trial court may also "find hourly rates reasonable based on evidence of other courts approving
19 similar rates." *Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F. Supp. 2d 1160, 1172.

20 Plaintiffs' Counsel are experienced litigators who specialize in employment law, with a
21 substantial wage and hour practice. Weisenberg Decl., ¶¶ 28-32. Numerous courts have approved
22 RDLG's hourly rates, and they are in line with those in the California legal market. Weisenberg
23 Decl., ¶¶ 30-35. Given RDLG's skill and experience and the genuine and meaningful result achieved
24 for the State, RDLG's hourly rates are reasonable.

25 **3. Application of a Positive Multiplier Is Appropriate**

26 The lodestar amount may be increased by applying a multiplier. See *Serrano*, 20 Cal.3d at 49;
27 *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407. In California, "[m]ultipliers can range
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1 from two to four or even higher” and are routinely applied in the range requested by Class Counsel.
2 *Wershba*, 91 Cal.App.4th at 254; see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66
3 (upholding 2.5 multiplier); *Glendora Cmty. Redevelopment Agency v. Demeter* (1984) 155
4 Cal.App.3d 465 (affirming a fee award that included a 12.0 multiplier); *Craft v. County of San*
5 *Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1113, 1125 (awarding a common fund fee which
6 amounted to a 5.2 multiplier); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051
7 (approving a 3.65 multiplier); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp.
8 294, 298-99 (approving multiplier of 3.6).

9 Some of the factors a trial court considers when determining whether to apply a multiplier are:
10 “(1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them,
11 (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4)
12 the contingent nature of the fee award.” See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132
13 (citations omitted). The ultimate goal is “to entice competent counsel to undertake difficult public
14 interest cases.” *San Bernardino Valley Audubon Soc. v. Cnty. of San Bernardino* (1985) 155
15 Cal.App.3d 738, 755. Fee awards that are too small “chill the private enforcement essential to the
16 vindication of many rights[.]” *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 53.

17 In *Ketchum*, the California Supreme Court held that fee enhancement in contingency cases is
18 necessary to (1) fully compensate counsel for the “loan” of legal services in light of the inherent high
19 risk of “default” posed by losing the case and (2) encourage competent counsel to take on fee award
20 cases. *Ketchum*, 24 Cal.4th at 1132-33. As the court noted, “[a] lawyer who both bears the risk of not
21 being paid and provides legal services is not receiving the fair market value of his work if he is paid
22 only for the second of these functions. If he is paid no more, competent counsel will be reluctant to
23 accept fee award cases.” *Id.* at 1133 (citations omitted).

24 Similarly, in *Greene v. Dillingham Construction N.A., Inc.* (2002) 101 Cal.App.4th 418, the
25 Court of Appeal held that the trial court erred by refusing to consider contingent risk as a factor in the
26 decision to apply a multiplier. *Id.* at 426. The court recognized that “[t]he adjustment to the lodestar
27 figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not receive
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1 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
2 unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such
3 services, which typically includes a premium for the risk of nonpayment or delay in payment of
4 attorney fees.” *Id.* (citations omitted).

5 Application of a modest 1.438 multiplier is appropriate. RDLG agreed to litigate this case on
6 a contingency fee basis, and in the process assumed considerable risk given the uncertain proposition
7 these types of cases entail. Weisenberg Decl., ¶¶ 38-40. A multiplier is also appropriate given the
8 excellent result achieved. The LWDA will receive \$189,522.67 as its 65% share of the PAGA Fund
9 and the Settlement Members will receive average Individual Settlement Payments of \$22.90.
10 Weisenberg Decl., ¶ 22.

11 Given the contingent risk which RDLG incurred, the delay in payment, the substantial benefit
12 conferred on the State as a result of the Settlement, and the skill RDLG displayed, application of a
13 multiplier is reasonable. Plaintiff therefore respectfully requests that the Court award RDLG the
14 requested fees of \$159,786.66 based on RDLG’s lodestar with application of a modest 1.438x
15 multiplier. Weisenberg Decl., ¶ 40.

16 **C. The Requested Attorneys’ Fees Are Reasonable under the Common Fund**
17 **Method**

18 The request for attorneys’ fees as a percentage of the Maximum Settlement Amount is
19 supported by the “common fund theory,” where “one who expends attorneys’ fees in winning a suit
20 which creates a fund from which others derive benefits, may require those passive beneficiaries to
21 bear a fair share of the litigation costs.” *Serrano*, 20 Cal.3d at 35. The lodestar may be cross-checked
22 against the percentage-of-recovery. *See In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545,
23 556-58.

24 The purpose of the common fund approach is to “spread litigation costs proportionally among
25 all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” *Vincent v.*
26 *Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. Thus, the common fund doctrine has been
27 applied “consistently in California when an action brought by one party creates a fund in which other
28 persons are entitled to share.” *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110;

1 see *Quinn v. State of California* (1975) 15 Cal.3d 162, 167 (“[O]ne who expends attorneys’ fees in
2 winning a suit which creates a fund from which others derive benefits may require those passive
3 beneficiaries to bear a fair share of the litigation costs.”)

4 A number of other courts have recognized the advantages of awarding fees as a percentage of
5 the common fund over the alternative lodestar approach, which usually involves wading through
6 voluminous and often indecipherable time records. See, e.g., *In re Activision Securities Litigation*
7 (N.D. Cal. 1989) 723 F. Supp. 1373, 1375. The percentage approach is preferable to the lodestar
8 method because: (1) it provides predictability to counsel; (2) encourages efficient resolution of the
9 litigation by providing an incentive for early, yet reasonable, settlement; and (3) reduces the demands
10 on judicial records. *Id.* at 1378-79; see also *Lealao*, 82 Cal.App.4th at 28 (discussing findings of task
11 force commissioned by the Third Circuit, which “concluded that the lodestar approach (1) increases
12 the workload of an already overtaxed judicial system, (2) is insufficiently objective and produces
13 results that are far from homogenous, (3) creates a sense of mathematical precision that is
14 unwarranted in terms of the realities of the practice of law, (4) is subject to manipulation by judges
15 who prefer to calibrate fees in terms of percentages of the settlement fund or the amounts recovered
16 by the Claimants or of an overall dollar amount, (5) encourages lawyers to expend excessive hours,
17 and engage in duplicative and unjustified work, (6) creates a disincentive for the early settlement of
18 cases, (7) deprives trial courts of flexibility to reward or deter lawyers so that desirable objectives,
19 such as early settlement, will be fostered, (8) works to the particular disadvantage of the public
20 interest bar, and (9) results in confusion and lack of predictability.”).

21 The percentage of attorneys’ fees set forth in the Agreement—thirty-three and one-third
22 percent of the Maximum Settlement Amount—is reasonable under the common fund method.
23 Historically, in class actions, courts have awarded percentage fees in the range of 20% to 50%.
24 NEWBERG ON CLASS ACTIONS, 4TH ED. 2002, § 14: 6. Newberg notes that achievement of a
25 substantial recovery with modest hours expended should not be penalized, but should be rewarded for
26 considerations of time saved by superior services performed. *Id.* Furthermore, California and federal
27 courts have long recognized that a percentage of recovery for attorneys’ fees is properly awarded on
28

1 the basis of the total value. *Boeing v. Van Gemert* (1980) 444 U.S. 472, 480-481; see also *In re*
2 *Consumer Privacy Cases*, 175 Cal.App.4th at 558, fn. 13 (“Empirical studies show that, regardless
3 whether the percentage method or the lodestar method is used, fee awards in class actions average
4 around one-third of the recovery.”) (emphasis added).

5 The Court should also consider that RDLG’s efforts have resulted in substantial benefits to
6 the State in the form of a significant settlement fund established to deter Labor Code violations, to
7 assist the LWDA with the enforcement of labor laws. Weisenberg Decl., ¶ 22. Without RDLG’s
8 efforts, Plaintiff’s claims may have gone without remedy. In addition, the requested fee percentage is
9 less than that charged by Plaintiffs’ Counsel for other employment cases and the corresponding
10 hourly rate is less than Plaintiffs’ counsel regularly earns in single-plaintiff litigation cases. *Id.*, ¶ 30.

11 **D. Plaintiff’s Counsel’s Costs Are Reasonable**

12 RDLG is entitled to reimbursement of its litigation costs under PAGA. See *Lab. Code*
13 §2699(g)(l) (“Any employee who prevails in any action shall be entitled to an award of reasonable
14 attorney’s fees and costs.”). The Settlement provides for reimbursement of costs not to exceed
15 \$10,000.00. Weisenberg Decl., Ex. 2, Page 8, Lines 3-7. RDLG has incurred past and future costs of
16 \$8,644.53, which were reasonably incurred in prosecuting the Action. Weisenberg Decl., ¶ 41.
17 Plaintiffs request that the Court approve Plaintiffs’ costs up to the \$10,000.00 maximum allowable
18 under the Settlement.

19 **VI. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
20 **REASONABLE**

21 The Agreement provides for Settlement Administration Costs up to \$18,000.00 to be paid
22 from the maximum Settlement Amount for administering the Settlement, including but not limited to:
23 (i) printing, mailing, and re-mailing (if necessary) of the Notice to Settlement Members; (ii)
24 preparing and submitting to Settlement Members and the LWDA all appropriate tax filings and
25 forms; (iii) computing the amount of and distributing Individual Settlement Payments, Plaintiff’s
26 Counsel Payment, and the PAGA payment to the LWDA; (iv) any cost associated with the
27 escheatment process for any uncashed or undeliverable settlement checks, and (v) establishing a
28 Qualified Settlement Fund, as defined by the Internal Revenue Code. Weisenberg Decl., Ex. 2, Page

5, Lines 17-25 and Page 8, Lines 20-23. The Court should approve these Settlement Administration Costs as reasonable. Weisenberg Decl., ¶ 42.

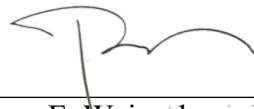
VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court approve the Settlement and enter the proposed Judgment which is attached to the Settlement Agreement as Exhibit "B".

Respectfully submitted,

Dated: February 24, 2025

RD LAW GROUP



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