

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Kimber Seybert, on behalf of
the State of California and
Aggrieved Employees

Plaintiff/Petitioner(s)

VS.

CHLN, Inc. et al

Defendant/Respondent

(s)

No. RG21087543

Date: 08/12/2026

Time: 3:00 PM

Dept: 20

Judge: Thomas Weathers

ORDER Hearing on Motion - Other

Motion for Preliminary

Approval of Settlement;

filed by Kimber Seybert

(Plaintiff) CRS#

216928245974 filed by

Kimber Seybert (Plaintiff)

on 06/09/2026

The Motion re: PLAINTIFFS NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT filed by Kimber Seybert, on behalf of the State of California and Aggrieved Employees on 06/09/2026 is Granted in Part.

Plaintiff Kimber Seybert's Motion to Approve PAGA Settlement is GRANTED IN PART.

BACKGROUND

Plaintiff Kimber Seybert ("Plaintiff") brings this action against Defendants CHLN, Inc. ("CHLN"), Landry's Inc., and Landry's Payroll, Inc. (collectively, "Defendants"). The operative First Amended Complaint ("FAC") filed on July 9, 2026 alleges violation of Labor Code §§ 2699(a), (f), the Private Attorneys' General Act ("PAGA"), on behalf of the State of California and other current and former aggrieved employees of Defendants. Plaintiff seeks civil penalties and attorneys' fees and costs.

Plaintiff moves for final approval of the PAGA Settlement Agreement ("Settlement"), attached as Exhibit 1 to the Declaration of Esther Bylsma.

LEGAL STANDARD

ORDER Hearing on Motion - Other Motion for Preliminary Approval of Settlement; filed by Kimber Seybert (Plaintiff) CRS# 216928245974 filed by Kimber Seybert (Plaintiff) on 06/09/2026

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A plaintiff asserts the PAGA claim as proxy or agent of the State of California's Labor Workforce Development Agency. "An employee plaintiff suing ... under the [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies." (*ZB, N.A. v. Superior Court of San Diego County* (2019) 8 Cal.5th 175, 185; *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 381.)

A person asserting a claim on behalf of the LWDA under PAGA must obtain court approval for any settlement. Labor Code 2699(1)(2) states: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court."

Regarding the standard for review, *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549, states "PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected."

In reviewing a settlement under Labor Code 2699(1)(2), the court is not required to undertake a comprehensive "what would have happened if the litigation had proceeded" analysis. The standard of review is similar to that applicable to review of class action settlements under *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and that applicable to good faith settlements under CCP 877.6 and *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488.

The court can consider the value of any effective injunctive relief that a PAGA plaintiff obtains through settlement even though Labor Code 2699(a) permits a PAGA plaintiff to recover only penalties on behalf of the LWDA. The primary purpose of LWDA law enforcement proceedings is to ensure compliance with the law and not to impose and collect penalties. In enacting PAGA, "The Legislature declared that adequate financing of labor law enforcement was necessary to achieve maximum compliance with state labor laws." (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 980.)

The analysis of whether a proposed settlement will be "fair to those affected" concerns only fairness to the LWDA. If a PAGA plaintiff settles a claim on behalf of the LWDA for less than the maximum settlement value, the only injured party is the LDWA. The statute requires notice of a settlement to the LWDA so it can protect its interests and in addition, it requires court approval. (Labor Code § 2699(1).)

DISCUSSION

General Terms

The Aggrieved Employees include all current and former hourly, non-exempt employees who worked for CHLN in the State of California at any time from November 3, 2019 to July 14, 2025. (Settlement ¶¶ 1.1, 1.15.) There are approximately 1,735 Aggrieved Employees that worked approximately 34,459 pay periods during this time. (Bylsma Decl. ¶ 85.)

ORDER Hearing on Motion - Other Motion for Preliminary Approval of
Settlement; filed by Kimber Seybert (Plaintiff) CRS#
216928245974 filed by Kimber Seybert (Plaintiff) on
06/09/2026

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The gross settlement amount is \$710,000. (Settlement ¶¶ 1.5, 6.1.)

Counsel seeks fees of 35% of the gross settlement amount, or \$248,500. (Settlement ¶ 6.5.) The Settlement also provides for litigation costs of \$30,278.18. (*Id.*; Bylsma Decl. ¶ 102, Exh. 8.) The Settlement further provides for expenses to the Settlement Administrator of \$12,650. (Settlement ¶ 6.6.)

The PAGA Payment will be \$418,571.82. (Bylsma Decl. ¶¶ 82, 86.) Of that amount, 75% (\$313,928.87) will be paid to the California Labor & Workforce Development Agency (“LWDA”) and 25% (\$104,642.96) will be paid to the Aggrieved Employees. (Settlement ¶¶ 1.8, 6.3, 6.4; Bylsma Decl. ¶¶ 8.2.) The individual settlement awards will be calculated as follows: the number of pay periods that each Aggrieved Employee worked during the settlement period, divided by the total number of pay periods worked by all aggrieved employees during the settlement period. (Settlement ¶ 6.3.)

Scope of the Release

Upon the effective date of the Settlement, the Aggrieved Employees will release all claims for penalties, attorneys fees, costs, or interest recoverable under PAGA arising out of the facts, matters, transactions, or occurrences that were or reasonably could have been alleged in this litigation, that occurred from November 3, 2019 through July 14, 2025. (Settlement ¶ 5.1.)

Disposition of the Residual

The disposition of any uncashed checks shall be tendered to the California State Controller’s Unclaimed Property Fund. (Settlement ¶ 6.4.) However, the Settlement states that if the Court does not approve issuance of uncashed funds to the Unclaimed Property Fund, “the Parties agree that the uncashed funds will be tendered to a cy pres recipient that the Parties agree upon.” (*Id.*)

“It is the policy of the State of California to ensure that the unpaid cash residue and unclaimed or abandoned funds in class action litigation are distributed, to the fullest extent possible, in a manner designed either to further the purposes of the underlying class action or causes of action, or to promote justice for all Californians. The Legislature finds that the use of funds for these purposes is in the public interest, is a proper use of the funds, and is consistent with essential public and governmental purposes.” (C.C.P. § 384(a).)

Uncashed amounts sent to the Unclaimed Property Fund is not likely to reach absent Aggrieved Employees. The parties shall amend the Settlement to identify a cy pres beneficiary that complies with section 384.

Attorneys’ Fees

Plaintiff’s counsel requests attorneys’ fees of \$248,500, or 35% of the gross settlement amount. (Settlement ¶ 6.5.)

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The Court has a duty to ensure that the amount of attorneys' fees are fair and proper. (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 555.) The Court may but is not required to increase or decrease a lodestar amount, and under certain circumstances, the court may enhance the lodestar calculation on the basis of a percentage of the benefit analysis. (*Id.* at p. 556.)

Counsel states that it has spent approximately 653.20 hours litigating this action, at hourly rates ranging from \$690 - \$1200. (Byslma Decl. ¶ 99, Exh. 7.) Counsel further provides its qualifications and experience. (Byslma Decl. ¶¶ 38-40.) Counsel contends that the requested fee is fair because (1) the requested fees align with routine awards in California state and federal courts; (2) of the efforts undertaken by counsel resulting in the Settlement; (3) counsel worked on a contingency-fee basis; and (4) a cross-check of the lodestar results in a substantial negative multiplier, and the award is 48% of the lodestar. (Byslma Decl. ¶¶ 96-101.)

On this basis, as well as the facts provided in the unopposed motion, the Court APPROVES the requested fee award of \$248,500. This amount reflects appropriate compensation for the risks undertaken and proper under the circumstances resulting in efficient resolution of an action where less litigation is required. (*See Lealao v. Beneficial Cal. Inc.* (2000) 82 Cal.App.4th 9, 52.)

The Court ORDERS that 10% of the fee award be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

Litigation Costs

The Court APPROVES reimbursement of litigation costs and expenses of \$30,278.18.

CONCLUSION

Plaintiff's motion is GRANTED IN PART. The Court will execute the proposed order submitted with the moving papers.

The Court hereby SETS a Compliance Hearing for February 11, 2027 at 3:00 PM, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved.

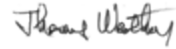
Compliance Hearing Re: Final Distribution is scheduled for 02/11/2027 at 03:00 PM in Department 20 at Rene C. Davidson Courthouse.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

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Rene C. Davidson Courthouse

Dated : 08/12/2026



Thomas Weathers / Judge