

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

CSR: None

Court Attendant: M. Aria

34-2021-00305321-CU-OE-GDS

August 22, 2025

9:00 AM

Kylee Benedetti vs. Scandia Sports Inc

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

There being no request for oral argument, the Court affirmed the tentative ruling.

The Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiff Kylee Benedetti's ("Plaintiff") motion for preliminary approval of class action and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and GRANTED as follows.

Overview

On July 30, 2021, Plaintiff filed this wage and hour class and representative action complaint against Defendants Scandia Sports, Inc. dba Scandia Family Fun Center, Scandia Family Fun Centers, Inc., and Scandia Mini Golf Centers, Inc. ("Defendants"). Plaintiff alleges the following causes of action in the operative Complaint: (1) failure to provide meal and rest periods; pay premium wages; (2) failure to pay reporting time wages; (3) failure to pay earned wages; (4) failure to timely pay earned wages; (5) failure to pay overtime wages; (6) failure to reimburse business expenses; (7) failure to provide accurate itemized wage statements; (8) failure to pay wages upon termination/severance of employment; (9) failure to maintain work permits for minors; (10) violation of hours of work requirements for minors; (11) unfair competition and unfair business practices; and (12) civil penalties pursuant to PAGA.

The Parties engaged in formal and informal discovery. (Kanbar Decl. ¶¶ 8-11.) Defendant

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produced timesheets and payroll records for a 20% sample of the putative class. (*Id.* at 11.) On April 4, 2023, the Parties participated in a mediation with Mark Rudy and reached a settlement. (*Id.* at ¶ 12.) The Parties have entered into a written settlement agreement. (Notice of Errata filed July 10, 2025 at Ex. 1 (“Agreement”).) Plaintiff now seeks preliminary approval of this class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

Plaintiff seeks to certify the following settlement class: all past and present non-exempt employees of Defendant in its Sacramento, California location who regularly perform the work of amusement park attendant or “Crew Member,” and to whom Defendant has allegedly failed to (a) provide meal and rest breaks or pay premium wages; (b) pay reporting time wages; (c) pay earned wages; (d) timely pay earned wages; (e) pay overtime wages; (f) reimburse business expenses; (g) provide accurate itemized wage statements; (h) pay wages upon termination/severance of employment at any time since and including July 30, 2017 through July 3, 2023. (Agreement ¶¶ 1.8.) Plaintiff also seeks to certify the following settlement subclass: all past and present non-exempt employees who are or have been employed by Defendant as minor children in its Sacramento, California location to regularly perform the work of amusement park attendant or “Crew Member,” and to whom Defendant allegedly failed to (a) maintain work permits and (b) employ within the legal hours of work requirements under California law from July 30, 2017 through July 3, 2023. (*Ibid.*) There are approximately 438 Class Members and 157 Subclass Members. (Kanbar Decl. ¶ 20.) The Parties have stipulated to class and subclass certification for settlement purposes. (Agreement ¶ 13.20.) The Court finds, based on the moving papers, that Plaintiff has established the requisites for class certification. The Court preliminarily certifies the proposed Class and Subclass for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined in the Agreement as: all past and present non-exempt employees of Defendant who worked in California from May 19, 2020, through July 3, 2023. This definition also includes all Class Members who are part of the Subclass, as defined in Paragraph 1.8 of the Agreement. (Agreement ¶ 1.2.) There are approximately 264 Aggrieved Employees. (Kanbar Decl. ¶ 20.) Aggrieved Employees will receive their share of the PAGA Penalty regardless of whether they opt out of the settlement’s class component. (Agreement ¶ 1.2 & Ex. A (“Class Notice”).) Plaintiff’s counsel gave notice of the motion and settlement to the Labor and Workforce Development Agency (“LWDA”). (Supplemental Kanbar Decl. Exs. A-C.)

Class Representative

The Court preliminarily appoints Plaintiff as Class Representative for settlement purposes only.

Class Counsel

The Court preliminarily appoints the law firm of Beeson, Tayer & Bodine, APC as Class

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Counsel for settlement purposes only.

Settlement Administrator

The Court appoints ILYM Group, Inc. as the settlement administrator.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at 1802.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, 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 state of the proceedings, and the experience and views of counsel. (*Id.* at 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendants will pay the Gross Settlement Amount (“GSA”) of \$200,000. (Agreement ¶ 3.1.) Defendant will separately pay employer-side payroll taxes owed on the wage portion of the Class settlement. (*Ibid.*) The following will be paid out of the GSA: (1) an enhancement payment to Plaintiff not to exceed \$7,500; (2) attorneys’ fees equaling up to 20% of the GSA (\$40,000) and litigation costs not to exceed \$15,000; (3) administration costs not to exceed \$10,000 absent good cause; (4) individual Class Member payments; and (5) a PAGA Penalty of \$5,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved Employees). (*Id.* at ¶¶ 3.2.1-3.2.7.)

Individual Class Payments will be characterized as follows for tax purposes: 10% wages, 45% interest, and 45% penalties. (Agreement ¶ 3.2.5.) PAGA Penalties will be treated entirely as penalties. (*Id.* at ¶ 3.2.8.) Class Members have 60 days to respond to the Class Notice. (*Id.* at ¶ 1.43.) The funds from settlement checks that remain uncashed after 180 days will be sent to the California Unclaimed Property fund to be held in the name of the payee. (*Id.* at ¶ 4.4.2.) The average individual Class Member payment is estimated to be \$260.66. (Kanbar Decl. ¶ 20.) The average individual PAGA payment is estimated to be \$4.74. (*Ibid.*)

Disposition

The Court finds that all relevant factors support preliminary approval. (*Dunk, supra*, 48 Cal.App.4th at 1802.) The moving papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the parties, and therefore, this Court, to act intelligently with respect

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to the settlement. Class Counsel conducted a thorough investigation into the facts and law and issues in this case, including the exchange of discovery and the review of extensive information. The settlement appears to be within the “ballpark of reasonableness.” (Kanbar Decl. ¶¶ 23-32.) Therefore, the motion is granted. The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement. The Court will sign the proposed order submitted with the moving papers.

The Final Approval Hearing will take place on January 9, 2026, at 9:00 a.m. in this Department. The Court will fill in the hearing date at paragraph 9 of the Proposed Order. The filing deadlines for all pleadings related to the Final Approval Motion shall be pursuant to Code.

Counsel for Plaintiff is directed to notice all parties of this order.

Hearing on Motion for Final Approval of Settlement is scheduled for 01/09/2026 at 9:00 AM in Department 23 at Gordon D. Schaber Superior Court.

By: */s/ T. Shaddix*
T. Shaddix, Deputy Clerk

Minutes of: 08/22/2025
Entered on: 08/22/2025