

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkoni@shimodalaw.com

7 Attorneys for Plaintiff JESSE GIL individually
and on behalf of similarly situated employees

8 [additional counsel continued on next page]

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FRESNO COUNTY SUPERIOR COURT
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF FRESNO**

12 JESSE GIL and DANIEL AYALA,
13 individually and on behalf of all other
similarly situated employees,

14 Plaintiffs,

15 vs.

16 OUTBACK, INC., a California Corporation;
17 and DOES 1 to 100, inclusive,

18 Defendants.

Case No. 21CECG03273

*Assigned for All Purposes to Hon. Jon M. Skiles
Department 503*

CLASS ACTION

**ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 13, 2025

Time: 3:30 p.m.

Dept.: 503

Judge: Hon. Jon M. Skiles

Filed: November 3, 2021

FAC Filed: January 24, 2024

SAC Filed: November 20, 2024

Trial Date: None Set

1 David Alami (State Bar No. 314628)
2 Daniel J. Hyun (State Bar No. 309184)
3 Shaheen A. Etemadi (State Bar No. 319138)

4 **Torus LLP**

5 2 Park Plaza, Suite 1260

6 Irvine, CA 92614

7 Telephone: (949) 590-4122

8 Facsimile: (949) 528-2596

9 Attorneys for Plaintiff DANIEL AYALA individually
10 and on behalf of similarly situated employees
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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on November 13, 2025, at 3:30 p.m., in Department 503
4 before the Honorable Jon M. Skiles, presiding. In the operative Complaint, Plaintiffs Jesse Gil and
5 Daniel Ayala (“Plaintiffs”) allege causes of action for failure to pay overtime wages, failure to pay
6 minimum wages, failure to provide meal periods, failure to provide rest periods, wage statement
7 violations, waiting time penalties, failure to reimburse expenses, failure to pay all wages, and failure to
8 provide recovery periods. Plaintiffs have also alleged Defendant is liable for unfair competition and
9 civil penalties under the Private Attorneys General Act (“PAGA”) based on these violations. Plaintiffs
10 sought attorneys’ fees and costs as part of this Action. Defendant denied all of Plaintiffs’ claims and
11 denied that this case was appropriate for class treatment. No class has been certified. The Settlement
12 was preliminarily approved by this Court on July 22, 2025.

13 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
14 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
15 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
16 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
17 in the Agreement. The Court, having received and considered Plaintiffs’ Motion for Final Approval of
18 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
19 of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
20 FOLLOWS:

21 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
22 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

23 The Court finds that certification of the following class for settlement purposes only is
24 appropriate under the California Code of Civil Procedure and related case law:

25 All individuals who have, or continue to, perform work for Defendant in
26 California as hourly, non-exempt employees from November 3, 2017, up
27 to December 10, 2024.
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1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiffs' contentions that Defendant caused the violations outlined above
10 by 1) failing to pay Plaintiffs and similarly situated employees all prevailing wages they were entitled to,
11 2) failing to properly incorporate the value of all non-discretionary remuneration into Plaintiffs' and
12 similarly situated employees' regular rates of pay for the purpose of calculating premium wages such as
13 overtime, meal and rest period premiums, and sick leave wages, 3) failing to pay Plaintiffs and similarly
14 situated employees for all hours worked as a result of not paying for unauthorized overtime hours,
15 attending meetings, taking trucks to repair shops, deducting time for meal periods not taken, and
16 completing pre/post shift paperwork and inspections, 4) failing to provide legally compliant meal, rest,
17 and recovery periods, and 5) failing to reimburse Plaintiffs and similarly situated employees for all
18 expenses they incurred for work. The PAGA, waiting time penalty, wage statement violation, and unfair
19 competition claims also derive from these violations. Additionally, Class Members seek the same
20 remedies under state law. The typicality requirement for settlement purposes is also satisfied since the
21 claims of the Class Representatives are based on the same facts and legal theories as those applicable to
22 the Class Members.

23 The Court also finds that certifying the settlement class is required to avoid each Class Member
24 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
25 Members with relatively small individual claims and conserve the resources of the judicial system.

26 The Court finds that Plaintiffs Jesse Gil and Daniel Ayala and Plaintiffs' counsel, Galen T.
27 Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, as well as David
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1 Alami, Daniel J. Hyun, and Shaheen A. Etemadi of Torus LLP, to be adequate representatives of the
2 settlement class. The Court appoints them as Class Representatives and Class Counsel, respectively.

3 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

4 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
5 Plaintiffs' Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
6 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
7 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
8 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
9 weigh the potential value of the disputed claims against the risks of continued litigation, who took
10 reasonable steps and measures to weigh the potential value of the disputed claims against the risks of
11 continued litigation. The Court also acknowledges that Class Members were able to object to the
12 Agreement and its terms through the administration process and at a fairness hearing or opt-out of being
13 bound by the preliminarily approved Agreement.

14 No objections were made by Class Members and no Class Members opted out of the Settlement.
15 For all of these reasons and for good cause shown, the Court grants final approval of the Agreement
16 including all terms therein as if stated here in full, including but not limited to, the \$367,500 Gross
17 Settlement Amount and the release of claims provided in the Agreement.

18 The Court approves of the Twenty Thousand Dollar (\$20,000) PAGA Payment, which shall be
19 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
20 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
21 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
22 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
23 provides a recovery that creates an effective, substantial deterrent to any potential future non-
24 compliance, furthering the purpose of the Labor Code and LWDA.

25 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
26 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
27 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
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Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendant for any reason.

The releases and waivers for Class Members who do not opt out of being bound by the Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representatives are also approved by the Court as set forth in the Agreement, including but not limited to the following:

Class members who have not opted out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period. Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 et seq., contained in Plaintiffs' notice letter to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiffs' notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims. The individuals released ("Released Parties") include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Counsel sought attorneys' fees of \$128,507.35, attorney's costs of \$11,519.73, Enhancement Payments to Class Representatives in the amount of \$10,000 each, and for Settlement Administrator Costs in the amount of \$8,450. Defendants do not oppose these requests. The Notice of Settlement sent to Class Members included information regarding the amounts to be requested and that they would be requested in connection with final approval of the Agreement. Class Members have been given the opportunity to object to these amounts and no objections have been submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, prior fee awards at the requested rates, and the amount of time expended in the litigation for the benefit of Class Members. The Court finds that the requested rates and hours expended are fair and reasonable. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the information provided by the Class Representatives regarding the efforts and burdens undertaken for the benefit of Class Members, and the cost information provided by the Settlement Administrator. The Court finds that these amounts are fair and reasonable, and awarded as requested, which will all be deducted from the Gross Settlement Amount in accordance with the Settlement Agreement. This

finding is further supported by the lack of objection by Class Members to these amounts. The difference between the actual attorney's costs and Settlement Administrator Costs awarded and the amounts allocated under the Agreement will be added to the Net Settlement Amount and distributed to Class Members on a pro rata basis pursuant to the terms of the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds that the Notice of Settlement, filed with Plaintiffs' Motion as Exhibit A to the Declaration of Amanda Howard fully, fairly and adequately advised Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and proposed distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date

1 2 3 4	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
5 6 7	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
8 9	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
10 11	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

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IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

IT IS SO ORDERED.

Date: 11/12/2025

By: 
Hon. Jon M. Skiles
Judge of the Superior Court