

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

Court Attendant: M. Aria

CSR: None

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34-2021-00311354-CU-OE-GDS

April 3, 2026

9:00 AM

**Lisa Nichole Depavloff vs. Byers Enterprises, Inc.**

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## 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.

### TENTATIVE AFFIRMED

**\*\*\*NOTICE: EFFECTIVE APRIL 13, 2026, THIS DEPARTMENT WILL MOVE TO THE TANI G. CANTIL-SAKAUYE COURTHOUSE LOCATED AT 500 G ST. SACRAMENTO, CA. ALL HEARINGS IN THIS CASE AFTER APRIL 13, 2026 WILL OCCUR IN DEPARTMENT 8A OF THE NEW COURTHOUSE.\*\*\***

Plaintiff Lisa Nichole Depavloff's ("Plaintiff") motion for preliminary approval of class and representative action settlement is UNOPPOSED and GRANTED as follows. **However, Plaintiff must amend the proposed Class Notice at section 8 to state that the final approval hearing will take place in Department 8A of the Sacramento Superior Court, located at 500 G Street, Sacramento, CA 95814 before the notice is sent out.**

### Overview

On November 17, 2021, Plaintiff initiated this wage and hour action by filing a class action complaint against Defendant Byers Enterprises, Inc. On January 27, 2022, Plaintiff filed a first amended complaint to add a representative claim under the Private Attorneys General Act ("PAGA") On March 12, 2026, Plaintiff filed the operative second amended complaint adding Ray Byers, Sr. and Bob Byers, Jr. as named Defendants and additional allegations. All named Defendants are collectively referred to as "Defendants" in this ruling. Plaintiff alleges the following causes of action in the second amended complaint: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest

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breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; (8) violation of Business and Professions Code sections 17200, et seq.; and (9) civil penalties pursuant to PAGA.

The Parties engaged in formal and informal discovery. (Davies Decl. ¶¶ 6-10.) On November 18, 2024, the Parties participated in a mediation with Jill R. Sperber. (*Id.* at ¶ 9.) While the Parties were unable to settle at mediation, they continued negotiations and attended a second mediation on July 3, 2025 where they reached a settlement after accepting a mediator’s proposal. (*Id.* at ¶¶ 9-13.) The Parties thereafter entered into a written settlement agreement. (*Id.* at Ex. 1.) Plaintiff 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 moves to certify the following class: all non-exempt employees employed by Defendant Byers Enterprises, Inc. in the State of California from May 23, 2017, to July 3, 2025. (Agreement ¶¶ 1.5 and 1.12.) There are approximately 497 Class Members. (*Id.* at ¶ 4.1.) The Parties stipulated to certification for settlement purposes. (*Id.* at ¶ 12.1.) The Court finds, based on the moving papers, that Plaintiff has established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed class for settlement purposes only.

## **Aggrieved Employees**

Aggrieved Employees are defined as: all persons currently or formerly employed by Defendant Byers Enterprises, Inc. as a non-exempt employee in the State of California at any time from November 17, 2020 to July 3, 2025. (Agreement ¶¶ 1.4 & 1.31.) There are approximately 250 Aggrieved Employees. (*Id.* at ¶ 4.1.) Aggrieved Employees will receive their share of the PAGA penalty regardless of whether they opt out of the settlement’s class component. (*Id.* at ¶ 7.5.4 & Ex. A (“Class Notice”).) Plaintiff’s counsel gave notice of the settlement to the Labor and Workforce Development Agency (“LWDA”). (Davies Decl. Ex. 4.)

## **Class Representative**

The Court preliminarily appoints Plaintiff as Class Representative for settlement purposes only. However, Plaintiff’s declaration submitted with this motion is too cursory. Plaintiff must submit a declaration with the final approval motion that **details** the services performed, including the approximate amount of time spent on the case. (*Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 805-807.)

## **Class Counsel**

The Court preliminarily appoints Aegis Law Firm, PC as Class Counsel for settlement purposes only.

## **Settlement Administrator**

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The Court approves 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.) 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. (Agreement ¶ 3.1.) Defendants will pay the Gross Settlement Amount (“GSA”) of \$440,000. (*Ibid.*) Defendants will separately pay all employer payroll taxes owed on the wage portions of individual Class payments. (*Ibid.*) The following will be paid out of the GSA: (1) a service payment to Plaintiff of not more than \$10,000; (2) attorneys’ fees in an amount equaling not more than one-third of the GSA (\$146,666.67) and litigation costs not to exceed \$60,000; (3) settlement administration costs not to exceed \$7,150 absent good cause; (4) individual Class Member payments; and (5) and a PAGA Penalty in the amount of \$10,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved Employees). (*Id.* at ¶¶ 3.2.1-3.2.5.)

For tax purposes, individual class member payments will be treated as: 20% wages and 80% penalties and interest. (Agreement ¶ 3.2.4.1.) PAGA payments will be treated entirely as penalties. (*Id.* at ¶ 3.2.5.2.) Class Members have 60 days to respond to the Class Notice. (*Id.* at ¶ 1.43.) The funds from any settlement checks that are uncashed after 180 days will be sent to the California Unclaimed Property Fund to be held in the payee’s name. (*Id.* at ¶¶ 4.4.1 & 4.4.3.) The settlement provides an estimated average recovery of \$430.45. (MPA 2:1-3.)

## **Disposition**

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk*, *supra*, 48 Cal.App.4th at 1802.) The 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 to the settlement. Class Counsel conducted an investigation into the facts and law and issues in this case, including the exchange of discovery and the review of relevant information. The settlement appears to be within the “ballpark of reasonableness.” (Davis Decl. ¶¶ 25-44.) Therefore, the motion is granted. The Court also approves the proposed Class Notice **subject to the Parties amending the final approval hearing location as noted at the beginning of this ruling**. The Notice shall be disseminated as provided in the Agreement. The Court will sign the proposed

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order submitted with the moving papers.

The Final Approval Hearing will take place on August 7, 2026, at 9:00 a.m. **in Department 8A at the new courthouse. The Court will modify the hearing date at paragraph 14 of the Proposed Order.**

**Plaintiff must include any request for attorneys' fees, costs, and the service award in the final approval motion, *not* a separately filed motion.**

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

Hearing on Motion for Final Approval of Settlement is scheduled for 08/07/2026 at 9:00 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

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

Minutes of: 04/03/2026  
Entered on: 04/03/2026