Filed
December 17, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV419289
By: afloresca

12/17/2025 8:35:36 AM

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

UNLIMITED JURISDICTION

ALEJANDRA TELLO, SAMANTHA SANCHEZ, INDIVIDUALLY and ON BEHALF OF ALL AGGRIEVED EMPLOYEES, PLAINTIFFS, VS. SPLASH BAR, INC., AND DOES 1 THROUGH 25, DEFENDANT.	CASE NO.: 23CV419289 **~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

Plaintiffs Alejandra Tello and Samantha Sanchez (collectively, "Plaintiffs") Motion for Approval of PAGA Settlement was scheduled for hearing in Department 19 of this Court on December 10, 2025 at 1:30 p.m. before the Honorable Theodore C. Zayner. Pursuant to California Rule of Court 3.1308, the Court issued its tentative ruling on December 9, 2025 granting approval of the PAGA settlement, a true and correct copy of which is attached hereto as Exhibit A. No party contested the tentative ruling. Accordingly, on December 10, 2025, the Court adopted the tentative ruling as its final order and **ORDERS AS FOLLOWS**:

Plaintiff's Motion for Approval of PAGA Settlement is granted as set forth in Exhibit A.

IT IS SO ORDERED

I. JUDGMENT

NOW THEREFORE, JUDGMENT IS HEREBY ENTERED in accordance with the terms of the Settlement Agreement and this Order. This document constitutes a final judgment resolving all claims alleged in the operative complaint. The Court retains jurisdiction over the parties and the case to enforce, administer, and interpret the Settlement and this Order and Judgment pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure § 664.6.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: December 16, 2025

Hon. Theodore C. Zayner,
Judge of the Superior Court of California,
County of Santa Clara

Exhibit A

Calendar Line 3

Case Name: Tello, et al. v. Splash Bar, Inc. (PAGA)
Case No.: 23CV419289

The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on December 10, 2025, at 1:30 p.m. in Department 19. The Court now issues its tentative ruling as follows:

I. Introduction

This action arises from alleged wage and hour violations. On July 17, 2023, plaintiffs Alejandra Tello and Samantha Sanchez (collectively, "Plaintiffs") filed a Complaint against defendant Splash Bar, Inc. ("Defendant"). On September, Plaintiffs filed operative First Amended Complaint ("FAC"), asserting causes of action for: (1) failure to pay premiums for missed meal and rest break; (2) failure to provide accurate itemized wage statements; (3) failure to pay all wages due at termination; (4) unfair business practices; and (5) violations of the Private Attorneys General Act ("PAGA").

The parties have reached a settlement, and Plaintiffs now move approval of the proposed PAGA settlement. The motion is unopposed.

II. Legal Standard

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 [2022 U.S. LEXIS 2940].) Seventy-five percent of any penalties recovered go to the Labor and Workforce Development Agency ("LWDA"), leaving the remaining 25 percent for the employees. (*Ibid*.) PAGA is intended "to augment the limited enforcement capability of [the LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency." (*Id*. at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

A superior court must review and approve any PAGA settlement. (Lab. Code, § 2699, subd. (l)(2).) The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed settlement must be submitted to the LWDA at the same time it is submitted to the court. (*Ibid*.)

> As discussed by one court:
> PAGA does not establish a clear standard for evaluating PAGA settlements. …
> [¶]
> Accordingly, certain courts have been willing to approve PAGA settlements only if (1) the statutory requirements set forth by PAGA have been satisfied, and (2) the settlement agreement is fair, reasonable, and adequate in view of PAGA's public policy goals.

(*Patel v. Nike Retail Services, Inc.* (N.D. Cal. 2019) 2019 WL 2029061, 2019 U.S. Dist. LEXIS 77988 (*Patel*), at *5.)

As part of this analysis, these courts have evaluated proposed PAGA settlements under the relevant factors from *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026. (*Patel*, *supra*, 2019 U.S. Dist. LEXIS 77988 at *5-6.) "Of the *Hanlon* factors, the following are relevant to evaluating [a] PAGA settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the presence of government participation; and (6) the expertise and views of counsel." (*Ibid*.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson, supra,* 383 F. Supp. 3d at p. 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in (*O'Connor*).)

"[W]hen a PAGA claim is settled, the relief provided … [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …." (*O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133.) The settlement must be reasonable in light of the potential verdict value. (*Id.* at 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc*. (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759 at *8-9.)

III. Discussion

A. Provisions of the Settlement

Plaintiffs move for approval of a proposed settlement made on behalf of:

> [A]ll individuals who are or have employed by Defendant as hourly nonexempt employees at three bars, entitled "Splash Bar" located at 107 McHenry Ave, Modesto, CA, 95354; 65 Post Street, San Jose, CA 951113; and 644 E Olive Ave, Fresno, CA, 93728 during the PAGA Period [April 6, 2022, to December 31, 2024].

(Declaration of Alexei Kuchinsky ("Kuchinsky Decl."), Ex. 3 ("Agreement"), §§ 1.4, 1.20)

Defendant will pay a gross PAGA settlement amount of $125,000, and this amount includes attorney fees up to one-third of the gross settlement amount ($41,666.67), litigation costs not to exceed $5,000, a service award of $3,000 to each Plaintiff ($6,000 total), and settlement administration costs up to $5,000. (Mot., pp. 4-5; Agreement, §§ 3.1, 3.2.) Of the remaining net settlement amount, 75 percent will be paid to the LWDA and 25 percent will be distributed to aggrieved employees based on the pro rata number of pay periods worked by each aggrieved employee during the Representative Period. (Agreement, § 3.2.4) Funds from checks that are not cashed before the void date will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. (*Id.* at § 4.4.3.)

In exchange for the settlement, aggrieved employees are deemed to release the Defendant and related people and entities from :

> [A]ll claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice, including, but not limited to, failure to provide compliant meal and rest periods, failure to pay premiums for non-compliant meal and rest breaks, failure to provide accurate itemized wage statements, and penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 200-204, 210, 226, 226.3, 226.7, 512, 558, 2698, 2699 et seq., 2699.3,

> 2699.5, the applicable Industrial Welfare Commission Orders and California Code of Regulations, Title 8, section 11050.

(Agreement, ¶¶ 1.25, 1.26, 5.1.) The PAGA release provision is appropriately tailored to the facts alleged. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Fairness of the Settlement

Plaintiffs contend that the proposed settlement is fair and reasonable. (Mot., pp. 6-12; Kuchinsky Decl., ¶¶ 25-52.) Plaintiffs' counsel states he engaged in both formal and informal discovery following commencement of this action, including serving Defendant with requests for production of documents, special interrogatories, and a notice of deposition to Defendant's Person Most Qualified. (Kuchinsky Decl., ¶¶ 8-9.) Defendant provided Plaintiffs with a 50% sampling of pay and time records as well as its employee handbook and meal period waiver forms. (*Id.* at ¶ 10.) Plaintiffs' counsel initiated settlement discussions in June 2024, and the parties ultimately executed the proposed settlement agreement in November 2024, after Defendant retained new counsel. (*Id.* at ¶¶ 11-13.) Plaintiffs' counsel provides a detailed analysis of the value of Plaintiffs' claims. (*Id.* at ¶¶ 25-52.) According to the analysis, the estimated total maximum value of Plaintiffs' claims is $867,300, while the estimated realistic value of the claims is $284,637, after considering the strength of Plaintiffs' case, the likelihood of success on the merits, and the Court's discretion to reduce PAGA penalty amounts.

Under Plaintiffs' analysis, the gross PAGA settlement amount of $125,000 represents approximately 14.4% of the estimated maximum amount of statutory PAGA civil penalties. This percentage recovery is reasonable based on the general range of percentage recoveries that California courts have approved. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S.Dist. LEXIS 30201, at *41-42 [citing cases indicating that a general range of 5 to 35 percent of the maximum potential exposure is reasonable].)

Having reviewed the Agreement and Plaintiffs' material submitted in support of its approval, the Court is satisfied that the proposed settlement is fair and may be approved.

C. Service Award, Attorney Fees and Costs

Plaintiffs seek service awards in the amount of $3,000 each. (Mot., pp. 15.) Although service awards are common in class actions, there is less authority regarding the propriety of service awards in PAGA cases. Nevertheless, a PAGA case is somewhat similar to a class action, and courts have recognized that an individual's willingness to act as a private attorney general may merit a service award. (See *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

Plaintiffs have each submitted declarations describing their participation in this action. Having reviewed Plaintiffs' declarations, the Court finds that service awards are justified and the amounts requested are reasonable. Therefore, the service awards are approved in the amounts requested.

Plaintiffs' counsel seeks attorney fees in the amount of $41,666.67 and reimbursement of $1,363.74 in litigation costs. (Mot., pp. 12-5; Kuchinsky Decl., ¶¶ 56-70.) Counsel submits that Plaintiffs have incurred a lodestar of $47,720, based on a total of 79.6 hours at rates from $200-700 per hour. (Kuchinsky Decl., ¶ 59.) This results in a negative multiplier. Counsel also provides evidence of costs incurred in the amount requested. (*Id.* at ¶ 70 and Ex. 5.) Accordingly, the attorney fee and costs amounts are approved as requested. Counsel also represents that the parties have agreed upon Phoenix Class Action Administration Solutions ("Phoenix") as the settlement administrator and provides an invoice from Phoenix indicating estimating administration costs of $4,250. (*Id.* at ¶¶ 24, 71-72 and Ex. 4.) The Court appoints Phoenix as settlement administrator and approves settlement administration costs in the amount of $4,250.

IV. Conclusion

The motion for approval of PAGA settlement is GRANTED.

A compliance hearing is set for August 26, 2026 at 2:30 p.m. in Department 19.

The Case Management Conference scheduled for 2:30 p.m. on December 10, 2025 at 2:30 p.m. is VACATED.

Plaintiff shall prepare the order in accordance with California Rules of Court, rule 3.1312.