SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

24CV016594: GALLEJO vs KRAEMER INCORPORATION DBA THE MAIDS OF FOLSOM
05/08/2026 Hearing on Motion for Preliminary Approval of Settlement in Department 8A

Tentative Ruling

NO APPEARANCE REQUIRED

Plaintiff Cecilia Ramirez Gallejo's ("Plaintiff") motion for preliminary approval of class action settlement is UNOPPOSED and GRANTED as follows.

Plaintiff's Counsel's declaration fails to attest that they have reviewed the Court's checklist and their briefing complies with the checklist, as required by Local Rule 2.99.05. The Court, in its discretion, has nonetheless considered Plaintiff's motion. Counsel is admonished that any future failure to attest that Counsel has reviewed and complied with Local Rule 2.99.05 may result in the denial of the motion without prejudice. (Local Rule 2.99.05(C).) Failure to comply with the checklist may lead to an order to show cause regarding sanctions and/or a reduction in the requested attorneys' fee award. (*Id*. at 2.99.05(D).)

Overview

On August 19, 2024, Plaintiff filed this wage and hour class action against Defendant Kraemer Incorporated, dba, The Maids of Folsom ("Defendant"). On April 21, 2026, Plaintiff filed the operative First Amended Complaint adding a representative claim pursuant to the Private Attorneys General Act ("PAGA"). Plaintiff alleges the following causes of action: (1) failure to provide required meal periods; (2) failure to provide required rest breaks; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay timely wages; (6) failure to pay all wages to discharged/quitting employees; (7) failure to furnish accurate itemized statements; (8) failure to maintain required records; (9) failure to indemnify employees for incurred expenditures; (10) failure to pay and include COVID-19 supplemental sick pay on wage statements; (11) unfair and unlawful business practices; and (12) penalties pursuant to PAGA.

Following the filing of the initial Complaint, the Parties engaged in informal discovery. "Defendant responded to Plaintiff's informal discovery requests and produced voluminous pages of payroll information and policies and procedures applicable to the Class Members. In response to Plaintiff's informal discovery requests, Defendant confirmed the class and PAGA census." (Wheeler Decl., ¶ 9.) On October 3, 2025, the Parties participated in a mediation session with Steven Rottman, Esq., following which, the Parties were *unable* to reach a settlement (*Id*. at ¶ 13.) After several weeks of further discussions, the Parties reached a settlement regarding the material terms to resolve this matter. (*Ibid*.) The Parties entered into a written settlement agreement and now move for preliminary approval of the 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. (*Id*. at ¶ 14, Exh. A ("Agreement").)

Settlement Class Certification

Plaintiff moves to certify the following settlement class: all current and former hourly non-exempt employees of Defendant within California at any time during the Class Period, which is defined to mean, "from August 19, 2020 through May 23, 2025." (Agreement, ¶¶ 5-6.) The settlement class has approximately 117 class members. (Wheeler Decl., ¶ 5.) The Parties stipulated to certification for settlement purposes. (Agreement, ¶ 66.) The Court finds, based on the moving papers, that Plaintiff established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed class for settlement purposes only.

Aggrieved Employees

Aggrieved Employees, or "PAGA Group Member" as referenced in the Agreement, are defined as, all current and former hourly non-exempt employees of Defendant within California at any time during the PAGA Period, which is defined to mean "November 22, 2024 through May 23, 2025." (Agreement, ¶¶ 17-18.)

Aggrieved Employees will receive their share of the PAGA Penalty regardless of whether they opt out of the settlement's class component. (*Id.* at ¶ 21, Exh. 1 ("Class Notice").) Plaintiff's counsel gave notice of the Settlement Agreement to the Labor and Workforce Development Agency ("LWDA"). (Wheeler Decl., ¶ 15)

Class Representative

Plaintiff is preliminarily appointed as Class Representative for settlement purposes only. Plaintiff has included a declaration with this motion, wherein Plaintiff states that the amount of time actively involved in this action, included preliminary meetings with her counsel, conferences and telephone conversations with her counsel, searching for documents, etc. (Gallejo Decl., ¶ 6.) Plaintiff estimates that the time spent actively involved in this case was approximately 32 hours. (*Id*. at ¶ 7.)

The Court finds this sufficient for preliminary approval.

Class Counsel

The Court preliminarily appoints Scott E. Wheeler and Justin A. Wheeler of the Wheeler Law Firm, APC, as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves Phoenix Settlement Administrators 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 Plaintiff's 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. Defendant will pay the Gross Settlement Amount ("GSA") of $140,000. (Agreement, ¶ 10.) In the event the total workweeks (estimated at 6,331 workweeks during the Class Period) increase by more than 7% (i.e., 6,774 total workweeks), Defendant will increase the Net Settlement Amount "by the workweek value calculated off of 6,774 total workweeks and multiplied by the additional workweeks to be calculated by the Settlement Administrator. For example, if the total workweeks are 7000 and the workweek value is $20.00 per workweek, Defendant would have to increase the Net Settlement Amount by $4,520 (7,000 - 6,774 = 226 x $20 = $4,520)." (*Id*. at ¶ 33.)

Defendant will separately pay the employer portion of payroll taxes owed on the wage portions of the individual class payments. (*Ibid.*) The following will be paid out of the GSA: (1) a service payment to Plaintiff of not more than $5,000; (2) attorneys' fees award equaling not more than one-third of the GSA (estimated to be $43,290) and litigation expenses payment not to exceed $23,000 to Class Counsel; (3) settlement administration costs not to exceed $10,000, absent good cause; (4) individual Class Member payments; and (5) a PAGA Penalty of $10,000 (65% of which ($6,500) will be paid to the LWDA and 35% of which ($3,500) will be paid to Aggrieved Employees.) (*Id.* at ¶¶ 7, 10, 11, 18, 26.)

For tax purposes, Class Member payments will be treated as 20% wages and 80%

penalties and interest. (*Id.* at ¶ 37.) PAGA payments will be treated as penalties. (*Ibid*.; Class Notice.) Class Members have 45 days to respond to the Class Notice. (*Id.* at ¶ 24.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member. (*Id*. at ¶ 53.)

Disposition

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk*, *supra*, 48 Cal.App.4th at p. 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 informal discovery and the review of relevant information. The settlement appears to be within the "ballpark of reasonableness." (Wheeler Decl., ¶¶ 19-29.)

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 October 30, 2026, at 9:00 a.m. **in Department 8A**.

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

To request oral argument on this matter, you must call Department 8a at 916-874-5754 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Please check your tentative ruling prior to the next Court date at www.saccourt.ca.gov prior to the above referenced hearing date.

If oral argument is requested, the parties may and are encouraged to appear by Zoom with the links below:

To join by Zoom Link - https://saccourt-ca-gov.zoomgov.com/j/16108301121
To join by phone dial (833) 568-8864 ID 16108301121

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code section 68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf

A Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) is required to be signed by each party, the private court reporter, and the Judge prior to the hearing, if not using a reporter from the Court's Approved Official Reporter Pro Tempore list. Once the form is signed it must be filed with the clerk.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211) and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

This minute order is effective immediately. Pursuant to California Rules of Court, rule 3.1312(a), no further written order or further notice is necessary.

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