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individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF MERCED**

11
12 DEMECIO AGUIRRE VILLEGAS,
13 individually and on behalf of all other
similarly situated employees,

14 Plaintiff,

15 vs.

16 G & H PIZZA, INC., a California Corporation;
17 JILL MARIE GAUTHIER, an individual;
18 JOHN JAMES GAUTHIER, an individual;
19 and DOES 1 to 100, inclusive,

20 Defendants.
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Case No. 24CV-00447

*Assigned for All Purposes to Hon. Brian McCabe
Department 8*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 15, 2026

Time: 8:15 a.m.

Dept.: 8

Judge: Hon. Brian McCabe

Filed: January 26, 2024

FAC Filed: April 3, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on April 15, 2026, at 8:15 a.m., or as soon thereafter as the matter
3 may be heard in Department 8 of the above-entitled Court, Plaintiff Demecio Aguirre Villegas,
4 individually and on behalf of all other similarly situated individuals, will move for entry of an Order for
5 the following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Demecio Aguirre Villegas as Class Representative for
8 purposes of settlement;
- 9 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action and Private Attorney's General Act
12 settlement, in the amount of \$750,000, which is incorporated herein by reference;
- 13 5. Preliminarily approving the application for payment to Class Counsel of attorneys' fees in
14 the amount of 35% of the Gross Settlement Amount;
- 15 6. Preliminarily approving the application for payment to Class Counsel of reasonable costs not
16 to exceed \$10,000;
- 17 7. Preliminarily and conditionally approving the Enhancement Payment of \$10,000 to Plaintiff
18 Demecio Aguirre Villegas;
- 19 8. Preliminarily approving the appointment of Apex Class Action, LLC as the Settlement
20 Administrator and for payment to Apex Class Action, LLC for administering said class
21 action settlement in an amount not to exceed \$20,000;
- 22 9. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
23 the total amount of \$100,000, 75% of which will be paid to the Labor and Workforce
24 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 25 10. Approving as to form and content the Notice of Settlement, which provides Class Members
26 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
27 and which provides instruction on how to dispute an individual's settlement allocation under
28 the proposed Settlement;

11. Approving the proposed procedures to notify the class and determining that they comply with Class Members' due process rights and directing the Notice of Settlement to be sent by first class mail to Class Members;
12. Directing Defendants to report employment information as set forth in the Agreement to the Settlement Administrator to administer the settlement proceeds;
13. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
14. Directing that any funds from settlement checks that were not cashed by the check cashing deadline be donated to Capital Pro Bono, Inc., under the doctrine of *cy pres*; and
15. Preliminarily approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(l)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members and should be approved by the Court. This motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Demecio Aguirre Villegas, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this motion.

Pursuant to Local Rule 3.2, tentative rulings in civil law and motion matters are posted pursuant to California Rules of Court, rule 3.1308 and require notice of intent to appear. Tentative rulings are not required, but any Judicial Officer who does issue tentative rulings will use the procedure set forth in rule 3.1308(a)(1). Tentative rulings will be made available by telephone at 209- 725- 4240 and by posting on the Court's website at www.merced.courts.ca.gov no later than 3:00 p.m. on the Court day preceding the scheduled hearing. If the Court has not directed argument in the tentative ruling, oral argument is permitted only if a party intending to appear notifies all other parties by telephone or in person by 4:00 p.m. on the Court day before the hearing of the party's intention to appear. A party also must notify the Court by telephone of the party's intention to

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

1 appear by calling 209-725-4240 by 4:00 p.m. on the Court day before the hearing. The tentative
2 ruling will become the ruling of the Court if the Court has not directed oral argument by its
3 tentative ruling and notice of intent to appear has not been given. (Eff. 7/1/04; Rev. 1/1/13, 7/1/16,
4 1/1/17; Renum. 7/1/18)

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Dated: March 19, 2026

Shimoda & Rodriguez Law, PC

By: 
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20 Defendants.

Case No. 24CV-00447

*Assigned for All Purposes to Hon. Brian McCabe
Department 8*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

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TABLE OF CONTENTS

I. Introduction and Opening Summary of Argument	1
II. Procedural and Litigation History.....	2
III. Investigation and Discovery Conducted	2
IV. Negotiation and Proposed Settlement.....	3
a. Plaintiff and Defendants Engaged in Extensive Arm’s Length Negotiations.....	3
b. The Terms of the Agreement	3
c. Allocation of Settlement Funds	6
V. The Proposed Procedures To Notify Class Members Satisfy Due Process As They Provide The Best Notice Practicable Under The Circumstances	6
VI. The Agreement Warrants Preliminary Approval As It Is Fair, Reasonable, And Adequate As To All Class Members Based On The Facts Of This Case	7
a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness	8
i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties	9
ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement	9
iii. Plaintiff’s Counsel are Experienced in Similar Litigation.....	9
iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiff’s Case and the Risks and Costs of Further Litigation	10
v. The Proposed Settlement is a Reasonable Compromise of Claims	11
vi. The Enhancement Payment for Plaintiff’s Service to the Putative Class Is Reasonable and Routinely Awarded by Courts	12
vii. Awarding Attorneys’ Fees as a Percentage of the Common Fund Is Reasonable and Customarily Approved by Courts.....	12
b. Provisional Certification of the Class is Appropriate.....	15
i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous.....	15
ii. The Commonality, Predominance, and Typicality Requirements are Met	16
iii. The Adequacy Requirement is Met	17

VII. Conclusion	17
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TABLE OF AUTHORITIES

CALIFORNIA CASES

<i>Bell v. Farmers Ins. Exchange</i> , 115 Cal. App. 4th 715 (2004).....	13
<i>Cellphone Termination Fee Cases</i> , 180 Cal.App.4th 1110 (2009)	8
<i>City of San Jose v. Superior Court</i> , 12 Cal.3d 447 (1974)	16
<i>Classen v. Weller</i> , 145 Cal.App.3d 27 (1983).	16
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	8, 13, 15
<i>Green v. Obledo</i> , 29 Cal.3d 126 (1981)	7
<i>Hebbard v. Calgrove</i> , 28 Cal.App.3d 1017 (1972).....	16
<i>In re Microsoft I-V Cases</i> , 135 Cal.App.4th 706 (2006)	5, 8
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008)	8, 11
<i>Laffitte v. Robert Half Internat., Inc.</i> , 1 Cal.5th 480 (2016)	12
<i>Lee v. Dynamex, Inc.</i> , 166 Cal.App.4th 1325 (2008).....	15
<i>McGhee v. Bank of America</i> , 60 Cal.App.3d 442 (1976)	17
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399 (2010)	11
<i>Neary v. Regents of Univ. of Cal.</i> , 3 Cal.4th 273 (1992)	8
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal.5th 955 (2019)	7, 15
<i>Nordstrom Com. Cases</i> , 186 Cal.App.4th 576 (2010).....	4, 8
<i>North County Contr. 's Assn., Inc. v. Touchstone Ins. Svcs.</i> , 27 Cal.App.4th 1085 (1994)	8
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal.App.3d 1117 (1990)	10
<i>Richmond v. Dart Ind., Inc.</i> , 29 Cal.3d 462 (1981)	16
<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926 (1981)	15
<i>Sanders v. City of Los Angeles</i> , 3 Cal.3d 252 (1970)	13
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001)	7, 8, 10, 13

CALIFORNIA STATUTES

Cal. Lab. Code § 2699	2, 8
Cal. Lab. Code § 2699.3	2
Cal. Rules of Court, Rule 3.769	7

FEDERAL CASES

<i>Abrams v. Lightolier, Inc.</i> , 50 F.3d 1204 (3d Cir. 1995)	15
<i>Amchem Products v. Windsor</i> , 521 U.S. 591 (1997)	16
<i>Avila v. Cold Spring Granite Co.</i> , 2018 WL 400315 (E.D. Cal. 2018)	10
<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal 2015)	10
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	12
<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993).....	15
<i>Bravo v. Gale Triangle, Inc.</i> , 2017 WL 708766 (C.D. Cal. 2017)	10
<i>Briseno v. ConAgra Foods, Inc.</i> , 844 F.3d 1121 (9th Cir. 2017)	6, 7
<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645 (N.D. Cal. 2011)	5
<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974).....	11
<i>Davis v. Cox Commc’ns California, LLC</i> , 2017 WL 1496407 (S.D. Cal. 2017).....	4
<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801 (E.D. Cal. 2012).....	4
<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 WL 5364575 (E.D. Cal. 2012).....	4
<i>Gardner v. GC Servs., LP</i> , 2012 WL 1119534 (S.D. Cal. 2012).....	11, 14
<i>Gay v. Waiters’ & Dairy Lunchmen’s Union</i> , 489 F.Supp. 282 (N.D. Cal. 1980), <i>aff’d</i> 694 F.2d 531 (9th Cir. 1982).....	16
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	16, 17
<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	15
<i>Hopson v. Hanesbrands Inc.</i> , 2009 WL 928133 (N.D. Cal. 2009).....	4
<i>Ingram v. The Coca Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001)	12
<i>In re Heritage Bond Litig.</i> , 2005 WL 1594403 (C.D. Cal. 2005).....	14
<i>In re Ikon Office Solutions, Inc. Secur. Litig.</i> , 194 F.R.D. 166 (E.D. Pa. 2000).....	14
<i>In re Omnivision Technologies, Inc.</i> , 559 F.Supp.2d 1036 (2007)	10
<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 WL 4899942 (S.D. Cal. 2011)	4
<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057 (N.D. Cal. 2018)	4
<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173 (E.D. Cal. 2022)	4
<i>Kang v. Credit Bureau Connection, Inc.</i> , 2023 WL 6811994 (E.D. Cal. 2023).....	9

1	<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	11
2	<i>Martin v. AmeriPride Servs., Inc.</i> , 2011 WL 2313604 (S.D. Cal. 2011).....	14
3	<i>Mills v. Electric Auto-Lite Co.</i> , 396 U.S. 375 (1970)	12
4	<i>Monterrubio v. Best Buy Stores, L.P.</i> , 291 F.R.D. 443 (E.D. Cal. 2013)	9
5	<i>Moore v. Fitness Int'l, LLC</i> , 2014 WL 12571448 (S.D. Cal. 2014).....	4
6	<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982)	10
7	<i>Patel v. Nike Retail Services, Inc.</i> , 2019 WL 2029061 (N.D. Cal. 2019).....	15
8	<i>Paul, Johnson, Alston & Hunt v. Graulity</i> , 886 F.2d 268 (9th Cir. 1989)	13
9	<i>Rannis v. Recchia</i> , 380 F. App'x 646 (9th Cir. 2010)	7
10	<i>Romero v. Producers Dairy Foods, Inc.</i> , 2007 U.S. Dist.	
11	LEXIS 86270, 2007 WL 3492841 (E.D. Ca. Nov. 14, 2007).....	14
12	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451 (N.D. Cal. 2016)	4
13	<i>Schiller v. David's Bridal, Inc.</i> , 2012 WL 2117001 (E.D. Cal. 2012).....	10, 14
14	<i>Serrano v. Priest</i> , 20 Cal.3d 25 (1977)	12
15	<i>Silber v. Mabon</i> , 18 F.3d 1449 (9th Cir. 1994).....	6, 7
16	<i>Singer v. Becton Dickinson & Co.</i> , 2010 WL 2196104 (S.D. Cal. 2010).....	4, 13
17	<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003)	13
18	<i>Syed v. M-I, L.L.C.</i> , 2017 WL 714367 (E.D. Cal. 2017)	4
19	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F.Supp. 294 (N.D. Cal. 1995).....	12
20	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F.2d 759 (9th Cir. 1977)	12, 13
21	<i>Vasquez v. Coast Valley Roofing, Inc.</i> , 266 F.R.D. 482 (E.D. Ca. 2010).....	13
22	<i>Walsh v. CorePower Yoga LLC</i> , 2017 WL 4390168 (N.D. Cal. 2017).....	6
23	<i>Waters v. Intern. Precious Metals Corp.</i> , 190 F.3d 1291 (11th Cir. 1999)	12
24	<i>Williams v. MGM-Pathe Communications Co.</i> , 129 F.3d 1026 (9th Cir. 1977)	13
25	<i>Wright v. Linkus Enters.</i> , 259 F.R.D. 468 (E.D. Cal. 2009)	6
26	FEDERAL STATUTES AND OTHER AUTHORITIES	
27	Fed. R. Civ. Proc., Rule 23	7
28	Newberg on Class Actions, (3rd Ed.), 1992, §14.03	13

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Demecio Aguirre Villegas (“Plaintiff”) seeks preliminary approval of a non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$750,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendants G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*), and John James Gauthier, (“Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 917 Class Members.

Plaintiff has alleged that Defendants 1) failed to pay overtime wages, 2) failed to pay minimum wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to pay all final wages, 7) failed to reimburse expenses, and 8) engaged in unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. *See* Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5. Defendants have also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10; Declaration of Demecio Aguirre Villegas (“Decl. Villegas”), ¶ 7. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class Members.

It is well within the discretion of this Court to grant preliminary approval of the Agreement as it satisfies all applicable criteria under California law. Accordingly, Plaintiff is requesting that the Court:

(1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed a class action complaint on approximately January 26, 2024, in Merced County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c)¹; Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on approximately April 3, 2024, to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Villegas, ¶¶ 5-7. Plaintiff worked during the time all of Defendants' policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Villegas, ¶¶ 2-3. The Parties engaged in informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of nearly two years, Plaintiff has been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 3, 6-10. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Russ Wunderli, that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include all non-exempt employees who did not sign an arbitration agreement and who worked or continue to work for Defendants in California at any time between January 26, 2020, up to either (1) the Preliminary Approval Date, or (2) March 16, 2026, whichever is earlier; and (b) Aggrieved Employees, which include all non-exempt employees who worked or continue to work for Defendants in California at any time between January 26, 2023, and up to either (1) the Preliminary Approval Date, or March 16, 2026, whichever is earlier. *See* Exhibit A, ¶¶ 1.2, 1.5. There are approximately 917 Class Members and 579 Aggrieved Employees. *See id.*

2. Defendants will pay the Gross Settlement Amount of \$750,000, which is exclusive of the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

4. Subject to Court approval, the Parties have selected Apex Class Action, LLC to act as the Settlement Administrator, who has provided a maximum cost estimate of \$14,990. *See* Exhibit D (Apex Class Action, LLC Bid); Exhibit A, ¶ 1.33; Decl. Rodriguez, ¶ 20.

1 5. The Parties agree that \$100,000 of the Gross Settlement Amount shall be allocated to
2 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
3 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
4 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
5 by Defendants to maintain compliant policies and take corrective action, the presence of what may
6 likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the
7 \$100,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-
8 compliance given the facts of this case. *See* Decl. Rodriguez, ¶¶ 5-10; *see also Nordstrom Com. Cases*,
9 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on
10 their being disputed and being part of a class settlement which was evaluated based on the terms of the
11 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022)
12 (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door*
13 *Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at
14 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
15 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA
16 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
17 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000
18 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D.
19 Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to
20 \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000
21 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2
22 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving
23 \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D.
24 Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to
25 California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
26 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012)
27 (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
28 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund);

1 *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA
2 allocation from \$6,900,000 settlement fund).

3 6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount
4 (\$262,500) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendants
5 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
6 Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as
7 approved by the Court in an amount not to exceed \$10,000. *See id.* The proposed notice to be sent to
8 Class Members will state this information. *See* Exhibit F.

9 7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any
10 Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will
11 remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata
12 basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out
13 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶
14 5.1-5.5.

15 8. Class Members who fail to timely opt-out of this settlement will waive all Released
16 Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.14, 1.26, 1.30, 1.32, 6.1. Aggrieved
17 Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether
18 they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.31-1.32, 6.2, 7.5.1.

19 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
20 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
21 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
22 donated to Capital Pro Bono, Inc., under the doctrine of *cy pres*. *See* Exhibit A, ¶ 5.6. Because the
23 Agreement provides for the distribution of all funds such that there is no residue, the provisions of
24 California Civil Procedure Code section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135
25 Cal.App.4th 706, 718, 720 (2006). The designated beneficiaries clearly promote the law consistent
26 with the objectives and purposes underlying the lawsuit as they are non-profits aimed at assisting
27 employees with wage and hour claims who cannot afford legal representation, including providing
28

representation for employees in wage claims before the California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 23-30.

c. Allocation of Settlement Funds

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payment, Settlement Administrator Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. One third (1/3%) of the payment to Participating Class Members will be characterized as W-2 wages and two thirds (2/3%) will be characterized as 1099 income for tax reporting purposes. *See id.* ¶¶ 5.9.1-5.9.2.

Each Aggrieved Employee's share of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See* Exhibit A, ¶¶ 1.28, 5.5, 5.8. The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 5.9.3.

V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES

It is not required that Class Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class member's argument that he had not received due process because he did not receive notice until after the opt out period, finding that, so long as the notice process utilized is the best

1 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
2 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
3 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
4 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
5 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
6 part of the class settlement because they received the best notice practicable under the circumstances.
7 *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
8 984 (2019), the California Supreme Court noted that California has adopted a similar approach
9 regarding providing notice to class members.

10 Under the proposed notice procedures, Class Members will have forty-five (45) days from the
11 date of mailing to review and respond to the Notice of Settlement, which will also be available online.
12 *See Exhibit A*, ¶¶ 1.20, 7.2. The Notice of Settlement contains all information necessary for Class
13 Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-
14 out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces,
15 and surveying of current employees will be utilized as set out in the Agreement to provide the best
16 practical means of ensuring Class Members receive the notice mailing. *See Exhibit A*, ¶¶ 7.3-7.4. Any
17 individual whose initial mailing was deemed undeliverable will have additional time to respond. *See*
18 *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs,
19 objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class
20 actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class
21 Members satisfy due process and should be approved in this case.

22 **VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR,**
23 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE**
24 **FACTS OF THIS CASE**

25 A class action may not be dismissed, compromised, or settled without Court approval and the
26 decision to approve or reject a settlement is committed to the Court's sound discretion. *See Cal. Rules*
27 *of Court*, Rule 3.769; *Fed. R. Civ. Proc.*, Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th

28 ²The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(1)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense, 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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “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.

i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties

Settlement of this case was reached only after substantial litigation and extensive arm’s length negotiations lasting nearly two years, which included a full day mediation. *See* Decl. Rodriguez, ¶¶ 3, 6-10. At all times, the negotiations were adversarial, although still professional in nature. *See id.*

ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement

The Parties were in possession of all necessary information during the negotiations. The Parties engaged in substantial /informal discovery, which included all necessary components for evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was in possession of this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to make a reasonable estimation of Defendants’ potential liability. *See id.* For these reasons, the settlement now before the Court was reached at a stage where “the parties certainly have a clear view of the strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

iii. Plaintiff’s Counsel are Experienced in Similar Litigation

Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA actions. *See* Decl. Rodriguez, ¶¶ 12-18. Thus, Plaintiff’s counsel are qualified to evaluate the class claims, the value of settlement versus moving forward with litigation, and viability of possible affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the secured benefit to Class Members. *See id.*

1 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
2 **Plaintiff's Case and the Risks and Costs of Further Litigation**

3 Plaintiff's claims and the ability to obtain and maintain certification all the way through trial
4 were heavily disputed by Defendants. *See* Decl. Rodriguez, ¶¶ 5-6, 9. Based on the records and facts of
5 this case, Plaintiff has secured a gross recovery of approximately 6.2% of the maximum value of the
6 claims in this matter (\$12,147,369.11) and between 12.3% and 43.7% of the more realistic range of
7 recovery (\$1,757,933.21 to \$6,108,524.62). *See* Decl. Rodriguez, ¶¶ 9-10. The net recovery represents
8 approximately 2.9% of the maximum value of the claims in this matter and between 5.7% and 19.8% of
9 the more realistic range of recovery. The average net award is approximately \$378.95, which equates
10 to approximately \$17.41 per workweek. *See id.*

11 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
12 percentile ranges of the total available damages that have been approved in other class settlements. *See*
13 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
14 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
15 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
16 settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than
17 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
18 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
19 (approving a settlement where the net recovery to class members was approximately 7.5% of the
20 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
21 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
22 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
23 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
24 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
25 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
26 *David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) ("Class Members will receive an
27 average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
28 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there

1 was no objection to the settlement amount or the attorneys' fees requested"), *report and*
2 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
3 1119534, *7 (S.D. Cal. 2012) ("the results achieved in this case were very favorable. Class members
4 are provided with immediate monetary relief, with an average award of around several hundred dollars
5 and a minimum award of \$50").

6 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

7 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
8 information be presented in class action settlements "to ensure that the recovery represents a reasonable
9 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
10 risks and expenses of attempting to establish and collect on those claims by pursuing the
11 litigation" *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
12 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
13 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
14 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
15 prevailed on all the claims, provided there is a record that allows "an understanding of the amount that
16 is in controversy and the realistic range of outcomes of the litigation." *Id.* at 409.

17 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
18 data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 6-10. The record
19 demonstrates that the compromises made by Plaintiff was reasonable and have resulted in a settlement
20 with recovery percentage well within the range of what has been found to be sufficient in several other
21 cases. *See, supra*, Section VI.a.iv; *see also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th
22 Cir. 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential recovery
23 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
24 disapproved"); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) ("In fact there is no
25 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
26 thousandth part of a single percent of the potential recovery").

1 **vi. The Enhancement Payment for Plaintiff's Service to the Putative Class Is**
2 **Reasonable and Routinely Awarded by Courts.**

3 The Enhancement Payment to the named Plaintiff is intended to recognize the time and effort
4 expended on behalf of the class. Indeed, Courts routinely approve enhancement payments to
5 compensate named plaintiffs for the services they provide and the risks they incurred during the course
6 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
7 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
8 recognition of the services they provided to the class by responding to discovery, participating in the
9 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
10 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
enhancement payment).

11 In this case, Plaintiff provided and explained documents, being available at all times to discuss
12 the class claims with Plaintiff's counsel. *See Decl. Rodriguez*, ¶ 7; *Decl. Villegas* ¶¶ 5-9. Plaintiff
13 spent a significant amount of time pursuing wage and hour claims for the benefit of all Class Members.
14 *See id.* Plaintiff brought this action knowing there would be a delay in any payment as the litigation
15 progressed, rather than proceeding only with individual claims in front of the California Labor
16 Commissioner. *See id.* Payment of \$10,000 to Plaintiff is appropriate given the risk, assistance, time
17 required in bringing this case and resolution of this case.

18 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is**
19 **Reasonable and Customarily Approved by Courts**

20 California state and federal courts have recognized that when a litigant's efforts create or
21 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally
22 among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*,
23 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other
24 than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."); *Vincent v.*
25 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
26 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); *see also Serrano v.*
27 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
28 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation

costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable sum of money. *See Dunk*, 48 Cal. App. 4th at 1808.

The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a certified class has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson, Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement Plaintiff and Plaintiff’s counsel were able to negotiate on behalf of the class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992, §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are generally approved as reasonable in wage and hour settlements below \$10 million:

More particularly, courts may award attorneys fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five recent wage and hour class actions where federal district courts approved attorney fee awards ranging from 30 to 33%); *Singer v. Becton Dickinson and Co.*, 2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee award of 33.33% of the common fund and holding that award was similar to awards in

three other wage and hour class action cases where fees ranged from 33% to 40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 U.S. Dist. LEXIS 86270, 2007 WL 3492841 (E.D. Ca. Nov. 14, 2007).

See Martin v. Ameripride Servs., 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiff's request of thirty-five percent (35%) of the settlement sum for attorneys' fees is within established rates for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the excellent results achieved in this case. *See id.* To determine whether a percentage is reasonable, a court should consider: (1) the percentage that would likely be negotiated between parties in a similar case; (2) the percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the award; and (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc. Secur. Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. June 10, 2005) ("the absence of objections or disapproval by class members to class counsel's fee request further supports finding the fee request reasonable").

These factors support Plaintiff's request for reasonable attorneys' fees. The typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation depending on the complexity of the case. In class action litigation, the typical percentage negotiated between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiff's request of 35% (\$262,500) falls within these typical fee arrangements. *See Decl. Rodriguez*, ¶ 19. The quality of counsel and the average net size of settlement payments to Class Members (\$378.95) also support the fee request when compared to other settlements courts have considered as good results. *See Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) ("Class Members will receive an average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees requested."); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) ("the results achieved in this case were very favorable. Class members are provided with immediate monetary relief, with an average award of around several hundred dollars and a minimum award of \$50"). Plaintiff's counsel also seeks reimbursement of the expenses they have and will continue to incur while prosecuting this litigation through any compliance hearing(s). The expected costs through

1 final approval is less than the \$10,000 provided for in the Agreement. An itemization for these costs is
2 being filed with this motion as Exhibit E. All expenses were necessarily incurred to properly litigate
3 this case. *See id.* The appropriate analysis in determining whether particular costs are compensable is
4 whether they are of the type typically billed by attorneys to paying clients in the marketplace. *Harris v.*
5 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
6 those out-of pocket expenses that ‘would normally be charged to a fee paying client.’”); *Abrams v.*
7 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995) (expenses recoverable if customary to bill clients for
8 them); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993) (expenses
9 reimbursable if normally billed to client). The categories of expenses for which Plaintiff’s counsel seek
10 reimbursement here are categories normally charged to hourly clients and, therefore, should be
11 reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 19. The \$14,990 in Settlement
12 Administrator Costs is also within ranges approved by Courts and should be approved in this case. *See*
13 *Patel*, 2019 WL 2029061, *2 (\$5,261 for settlement administrator’s fees was not excessive where
14 PAGA group consisted of 40 employees); Exhibit D; Decl. Rodriguez, ¶ 20. This is less than the
15 \$20,000 provided for in the Agreement. Exhibit A, ¶ 5.3; Decl. Rodriguez, ¶ 20. Any allocated
16 amounts not ultimately awarded by the Court will be distributed to Class Members pro rata. *See*
17 Exhibit A, ¶¶ 5.2-5.4, 5.8.

18 **b. Provisional Certification of the Class is Appropriate**

19 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
20 defined community of interest in the questions of law and fact involved affecting the parties to be
21 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three
22 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
23 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
24 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

25 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

26 The proposed settlement class is ascertainable because all putative Class Members can be
27 readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v.*
28 *City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334

(2008). The numerosity requirement is met because there are 917 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

ii. The Commonality, Predominance, and Typicality Requirements are Met

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47 (1983).

The common questions of law and fact in this case stem from Plaintiff’s contention that Defendants violated California law by 1) failing to compensate Plaintiff and similarly situated employees for the time spent working off-the-clock, 2) failing to authorize and permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods, 3) failing to reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work purposes, and 4) failing to provide Plaintiff and similarly situated employees with all their earned sick pay. *See* Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these violations. *See id.* Plaintiff and the Class Members seek the same remedies under state law. Under

³When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 these specific circumstances, the commonality and predominance requirements are satisfied. Regarding
2 the typicality requirement, Plaintiff contends he suffered from the same unlawful policies, treatment,
3 and circumstances as Class Members did, will request the same remedies, and will rely on the same
4 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
5 satisfied for settlement purposes.

6 **iii. The Adequacy Requirement is Met**

7 The adequacy of representation requirement is met if the named representative and counsel have
8 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
9 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
10 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
11 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the
12 number of workweeks they worked for Defendants. *See* Exhibit A. Finally, any settlement class
13 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
14 of workweeks stated in the Notice of Settlement (Exhibit F).

15 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
16 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
17 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
18 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
19 engaged Defendants' counsel in settlement discussions over the course of nearly two years. Moreover,
20 Plaintiff's counsel has experience defending and bringing wage and hour claims. Because Plaintiff's
21 counsel has vigorously pursued Plaintiff's and the Class Members' claims, the adequacy requirement is
22 met. *See generally* Decl. Rodriguez.

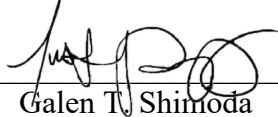
23 **VII. CONCLUSION**

24 For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and
25 conditionally certify the class for settlement purposes; grant preliminary and conditional approval of
26 the proposed settlement, including the Enhancement Payment, the payment to the LWDA under PAGA,
27 Class counsel's application for reasonable attorneys' fees and costs, and the Settlement Administrator's
28 Costs; approve the proposed notification procedures, including the Notice of Settlement and proposed

1 deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff's proposed
2 order is being filed concurrently herewith.

3
4 **Shimoda & Rodriguez Law, PC**

5
6 Dated: March 19, 2026

By: 

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

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7 Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF MERCED**

11 DEMECIO AGUIRRE VILLEGAS,
12 individually and on behalf of all other
13 similarly situated employees,

14 Plaintiff,

15 vs.

16 G & H PIZZA, INC., a California Corporation;
17 JILL MARIE GAUTHIER, an individual;
18 JOHN JAMES GAUTHIER, an individual;
and DOES 1 to 100, inclusive,

19 Defendants.
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Case No. 24CV-00447

*Assigned for All Purposes to Hon. Brian McCabe
Department 8*

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 15, 2026

Time: 8:15 a.m.

Dept.: 8

Judge: Hon. Brian McCabe

Filed: January 26, 2024

FAC Filed: April 3, 2024

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Demecio Aguirre Villegas (“Plaintiff”) herein. I am
4 making this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A true
6 and correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
9 that Defendants G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*),
10 and John James Gauthier (“Defendants”) 1) failed to pay overtime wages, 2) failed to pay minimum
11 wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest
12 periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to pay
13 all final wages, 7) failed to reimburse expenses, and 8) engaged in unfair competition. Plaintiff also
14 alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). These claims
15 were based allegations that Defendants violated California law by 1) failing to compensate Plaintiff and
16 similarly situated employees for the time spent working off-the-clock, 2) failing to authorize and permit
17 Plaintiff and similarly situated employees to take uninterrupted meal and rest periods, 3) failing to
18 reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work
19 purposes, and 4) failing to provide Plaintiff and similarly situated employees with all their earned sick
20 pay. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also
21 derive from these violations.

22 3. Plaintiff is the only named representative in this matter. Our pre-filing investigation
23 included interviewing Plaintiff, reviewing his documents, and seeking out potential witnesses to
24 corroborate the claims. From our initial investigations of Plaintiff’s claims and documents, we believed
25 the claims had merit and could be maintained as a class action. We filed the action on or about January
26 26, 2024. Plaintiff exhausted administrative remedies through the Labor and Workforce Development
27 Agency (“LWDA”) prior to amending the Complaint to add a PAGA claim. Plaintiff filed a notice
28 with the LWDA on January 26, 2024, setting forth the facts and theories of liability. A true and correct

1 copy of the notice filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the
2 notice was also sent to Defendants via certified mail and the \$75.00 filing fee was remitted to the
3 LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims
4 alleged in Plaintiff's notice for more than 65 days and Defendants did not utilize the cure procedures
5 under the statute. As such, Plaintiff became authorized to commence a civil action under the PAGA
6 and filed a First Amended Complaint on April 3, 2024. A true and correct copy of Plaintiff's operative
7 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA
8 after we received a file stamped copy back from Court.

9 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

10 5. Defendants are represented in this matter by Weintraub Tobin Chediak Coleman Grodin
11 Law Corporation. From the beginning, Defendants have contested the merits of this case, the
12 suitability of the case for class action and/or representative treatment, the manageability of the case at
13 trial, and Plaintiff's ability to prove a violation in each pay period for each employee among other
14 defenses and contentions they made challenging the propriety of this action. Defendants further
15 contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the
16 Court would likely exercise its discretion to substantially reduce any such penalties owed based on
17 evidence of good faith attempts to comply with California Labor Code obligations by Defendants.
18 Notwithstanding the agreement to settle this matter, Defendants believe the practices Plaintiff is
19 contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state
20 and federal employment laws with respect to Plaintiff and Class Members. Also, Defendants have
21 contended that this matter is not appropriate for class certification outside of this proposed class
22 settlement.

23 6. We have reviewed a substantial number of documents and informal discovery during our
24 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a
25 review of Defendants' policies and procedures and other documents relating to the alleged claims,
26 information on the number of Class Members, Class Members' total workweeks within the Class Period,
27 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
28 separated employment within three (3) years of this case being filed, and a representative sample of

1 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,
2 the uncertainty in the law with regard to certification, and the negotiations that have taken place, I am
3 convinced that the proposed settlement is in the best interest of the class. The length and risk of
4 continued litigation and trial, as well as other normal perils of complex litigation that impact the value of
5 the claims, were also considered and weighed in reaching the Agreement. In addition, I carefully
6 considered the prospects of class certification and maintaining class certification through trial
7 notwithstanding the numerous challenges raised by Defendants. I further considered the fact that
8 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was
9 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
10 to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of
11 several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class
12 now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or
13 factual issues in the case.

14 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
15 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
16 and potential damages for such claims. The parties engaged in informal discovery and exchange of
17 documents that included, but was not limited to, a representative sampling of employee data, including,
18 but not limited to, time records, paystubs, and payroll summaries, work schedules, relevant handbooks,
19 bulletins, and memoranda containing Defendants' policies for the entirety of the statute of limitations
20 applicable to the alleged claims. Review of this data included comparing the time records and payroll
21 data with approximately unique pay codes and Defendants' wage and hour policies pay period by pay
22 period, which evolved over the course of the Class Period. We also reviewed work schedules for a
23 substantial number of pay periods to analyze the overlap, or lack thereof, in coverage for meal and rest
24 breaks as well as meal and rest period policy statements contained on the work schedules. We also
25 received many documents and texts from Plaintiff. From this production we were able to determine
26 information critical to a reliable damages analysis such as the average hourly rate, average daily hours
27 worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond
28 to liability under our theories of liability, average number of workweeks and pay periods that had

1 potential violations based on the asserted claims, the frequency with which violations occurred in a
2 given week and/or pay period, and the number of former employees. This information allowed my
3 office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in
4 all aspects of this litigation including providing factual information relating to Plaintiff's and Class
5 Members' employment conditions, providing a substantial number of documents, and answering
6 questions regarding Defendants' factual contentions in this matter. This was important because it
7 directly related to our ability to maintain this case as a class action and our ability to obtain a favorable
8 settlement for the class.

9 8. Throughout this litigation our office had numerous communications with Defendants'
10 Counsel discussing our respective positions. The parties engaged in mediation on November 21, 2025,
11 using an experienced mediator, Russ Wunderli. It was only after nearly two years of extensive litigation
12 and arm's length negotiations that the parties were able to reach a settlement, which only occurred after
13 a full-day mediation. The negotiations were, at all times, contentious, adversarial, and at arms-length,
14 though still professional in nature.

15 9. Based on my office's analysis of the informal discovery outlined above, there were
16 approximately 917 Class Members who worked 19,959 weeks in the Class Period, 579 Aggrieved
17 Employees who worked 14,987 pay periods during the PAGA Claim Period, an average base hourly
18 rate of approximately \$16.79, and an average overtime rate of approximately \$25.19. We did not find
19 any prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies were
20 improper. As such, a "subsequent violation" may not be found for penalty calculation purposes, and
21 the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by any
22 fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
23 1209 (2008). The following represents the maximum recovery as well as the more realistic range of
24 recovery for each of Plaintiff's claims:

- 25 a) Minimum Wages: This claim is based on allegations that Defendants failed to pay
26 Plaintiff and Class Members at least the minimum wage for all hours worked due to
27 Defendants requiring employees to work off-the-clock because Defendants failed to
28 compensate Plaintiff and similarly situated employees for the time that they spent

1 clocking in prior to their shift due to Defendants' poor internet connection and computer
2 issues, and because Defendants failed to pay Plaintiff and similarly situated employees
3 for the time that they worked off-the-clock washing dishes after the end of their shift,
4 since Defendants required employees to clock out at midnight. The maximum damages
5 for this claim are approximately \$311,360.40. This amount does not take into account
6 any potential risks with respect to Plaintiff certifying the claim, proving the merits, or
7 proving damages. The maximum damages available were calculated based on the upper
8 range of estimated time Plaintiff worked off-the-clock per week, which was 0.48 hours
9 per week. Based on the weighted average minimum wage rate of \$16.25 during the
10 Class Period, this equals approximately \$155,680.20 in unpaid minimum wages ([19,959
11 workweeks x 0.48 hours off-the-clock per week] x \$16.25 average minimum wage rate).
12 Liquidated damages are calculated in the same amount of \$155,680.20. Defendants
13 heavily disputed this theory of liability. First, Defendants contended that they had no
14 clocking in and out issues because their internet connections and computers worked
15 were very reliable and they were not aware of any employees having issues or spending
16 time clocking in and out. Second, Defendants denied requiring employees to work off
17 the clock in order to wash dishes after closing. Third, Defendants argued it maintained,
18 and strictly enforced, policies against working off-the-clock, accurately recording hours
19 worked, and that overtime was regularly paid, undermining any contention that there
20 was any practice or policy promoting off-the-clock work. This presented a substantial
21 challenge to both certification and the merits of the claim. The written policy
22 prohibiting off-the-clock work would require Plaintiff to demonstrate, on a class wide
23 basis, that Defendants effectively maintained "a policy to violate the policy" against off-
24 the-clock work and that Defendants knew or should have known the off-the-clock work
25 was occurring despite the policies and payment of overtime. *See Brinker Rest. Corp. v.*
26 *Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Defendants also point to instances in
27 its records where employees worked longer than their scheduled hours and were
28 compensated for that time. Finally, the presence of a good faith dispute would eliminate

liability for liquidated damages for unpaid minimum wages. *See* Cal. Lab. Code § 1194.2(b); *Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Taking all these factors into account, I believe it is likely a good faith dispute would be found and there would be no recovery liquidated damages for this claim. I also believe a more realistic range of recovery for unpaid wages under this claim is between \$31,136.04 to \$46,704.06 (reduction of 70%-80% based on risk);

b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability is based on the same factual allegations that formed the basis for the minimum wage claims. However, the payroll sample showed that Class Members typically only worked between three (3) to six (6) hours per shift, averaging 5.67 hours per shift in total. As a result, the sample showed no overtime hours being worked even after accounting for off-the-clock work. Thus, all unpaid hours have been accounted for in the damages calculation for minimum wages as stated above. No separate value is associated with the overtime claim;

c) Meal Periods: This claim is based on allegations that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods due to inadequate staffing and defective meal and rest period policies. Typically, Defendants scheduled Plaintiff and similarly situated employees to work between three (3) to six (6) hour shifts. Plaintiff contended that work schedules utilized by Defendants had facially defective meal and rest period policy statements, failing to authorize meal periods when working more than five (5), but less than six (6) hours, and failing to include the “major fraction thereof authorizing language.” The maximum damages for this claim are \$277,472.41. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. This amount was calculated based on an average hourly rate of \$16.79, an average of 4.6 shifts per week. After accounting for meal period premiums paid, the payroll records showed an 18% violation rate, *i.e.* 18% of shifts had either no meal period punch, a late meal period punch, or a meal period lasting less than thirty (30) minutes. Defendants

1 vigorously disputed this claim. Defendants contended that their policies were not
2 defective and produced employee handbooks that were different than the language
3 regarding meal and rest periods on the employee schedules. Defendants contended that
4 the handbook policies were facially compliant and reflected their true practice regardless
5 of what may or may not have been stated on work schedules distributed to employees.
6 While Plaintiff can utilize the rebuttable presumption of meal period violations based on
7 the time records under *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021), Plaintiff
8 would still have the burden to establish a theory of liability amenable to class treatment.
9 Additionally, if Defendants' time keeping policies and records were found to rebut the
10 presumption of meal period violations, this would substantially reduce the scope of
11 Plaintiff's meal period claims to only those instances where the alleged defective meal
12 period policy would be at issue, *i.e.* late or missed meal periods for shifts longer than
13 five (5) or six (6) hours. Without a presumption based on defective time records or a
14 facially unlawful policy it is very difficult to certify meal period violation claims. Thus,
15 the dispute that Defendants had compliant meal and rest period substantially increases
16 the risks to the claims. Taking these factors into account, I believe a more realistic range
17 of recovery for this claim is between \$83,241.72 to \$138,736.21 (reduction of 50%-70%
18 based on risk);

- 19 d) Rest Breaks: This claim was based on the same allegations as the meal period claim.
20 Based on the payroll sample, there were approximately 37% of shifts falling with the
21 "major fraction thereof" time window that Plaintiff contended were not authorized based
22 on the policy language maintained on Defendants' schedules, *e.g.* between 3.5 and 4
23 hours worked, and between 6 to 8 hours worked. Based on the 37% violation rate, 4.6
24 shifts per week, 19,959 total weeks during the Class Period, and an average \$16.79
25 hourly rate, this equates to a maximum exposure of approximately \$570,359.96. This
26 amount does not take into account any potential risks with respect to Plaintiff certifying
27 the claim, proving the merits, or proving damages. Because this claim is based on the
28 same factual basis as the meal period claims, it is also subject to the same risks as

1 detailed above. Taking these factors into account, I believe a more realistic range of
2 recovery for this claim would be between \$171,107.99 to \$285,179.98 (reduction of
3 50%-70% based on risk);

- 4 e) Reimbursement: This claim was based on Plaintiff's contention that Class Members
5 were required to use their personal cell phones to communicate with their supervisors,
6 managers, regarding supplies and work-related questions. This is based on a monthly
7 cell phone bill of approximately \$100 and 25% work usage rate, which equates to
8 approximately \$5.77 owed per week. The maximum exposure for this claim is
9 \$115,148.08. This amount does not take into account any potential risks with respect to
10 Plaintiff certifying the claim, proving the merits, or proving damages. Defendants
11 heavily disputed whether use of personal cell phones was required given that Defendants
12 had phones in their restaurants available for employees to use. Defendants contended
13 that the use of any applications on a personal device or using cell phones to
14 communicate with supervisory employees and/or clients was, at most, a personal choice
15 of convenience by Class Members. Furthermore, it is unlikely that Class Members all
16 had their own standalone cell phone plans as opposed to being billed as additional lines
17 on a pre-existing plan. In my experience there has always been a range of individuals
18 whose cell phone plans are \$30-\$60 per month as additional lines on a pre-existing plan.
19 Thus, it is unlikely that the full amount of damages Plaintiff calculated would be
20 established even if Plaintiff was successful in certifying the class and establishing
21 liability. Based on these risks, I believe a more realistic range of recovery for this claim
22 would be between \$34,544.42 to \$46,059.23 (60% to 70% reduction based on risk);
- 23 f) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
24 wage, meal and rest period claims. The maximum exposure for this claim is \$749,350,
25 which is calculated based on an initial violation of \$50 per pay period per employee and
26 assumes a violation in each of the 14,987 pay periods within the one (1) year penalty
27 statute of limitations. This amount does not take into account any potential risks with
28 respect to Plaintiff certifying the claim, proving the merits, or proving damages.

1 Because this claim is derivative of Plaintiff's other claims, the same risks identified
2 above for the minimum wage, overtime, meal period, and rest period claims apply here
3 as well, substantially affecting the potential value of this claim. Furthermore, under the
4 California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056
5 (2024), employers have a good faith dispute defense against wage statement claims.
6 Given the factual and legal disputes presented in this fact, I believe it is likely that a
7 Court would find a good faith dispute exists. Thus, I believe it is more realistic that
8 there would be no recovery for this claim;

- 9 g) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, meal
10 and rest period claims. The maximum damages for this claim are \$2,135,328.05. This
11 amount does not take into account any potential risks with respect to Plaintiff certifying
12 the claim, proving the merits, or proving damages. The maximum damages were
13 calculated based on the \$16.79 average hourly rate, 748 former employees within the
14 three (3) year penalty statute of limitations, and an average of 5.67 hours worked per
15 shift. Plaintiff utilized the full 30 days to calculate the total amount due for each
16 formerly employed Class Member. Because it is derivative of Plaintiff's claims asserted
17 above, it carries all the same risks. Similar to claims for liquidated damages for
18 minimum wages and wage statement violations, waiting time penalties are subject to a
19 good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859,
20 868 (2018). For the same reasons as stated above, it is likely that a good faith dispute
21 would be found and the value associated with this claim would be eliminated entirely;
- 22 h) PAGA: This claim is derivative of the Labor Code violations identified above and would
23 be subject to all the same risks as the underlying claims it is based on. Again, we did
24 not find any prior Labor Commissioner or court decisions that stated Defendants'
25 practices and/or policies were improper, so the exposure analysis is based on an "initial
26 violation" valuation being adopted by any fact finder if this matter went to trial. *See*
27 *Amaral*, 163 Cal.App.4th at 1207-1209. Based on the sample payroll data, the
28

maximum exposure for this claim is \$7,988,350.20, which was calculated per violation as follows:

- *Minimum Wages*: \$1,498,700 (14,987 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Overtime Wages*: \$0 (as stated above, shifts were typically only 3 to 6 hours in length, resulting in no overtime hours worked);
- *Meal Periods*: \$134,883 ([14,987 pay periods x 18% violation rate] x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$554,519 ([14,987 pay periods x 37% violation rate] x default \$100 per pay period per Labor Code section 2699(f));
- *Wage Statements*: \$1,498,700 (14,987 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Waiting Time Penalties*: \$1,014,648.20 (307 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [\$19.43 average hourly rate x 5.67-hour day x 30 days = \$3,305.04. 307 former employees x \$3,305.04 = \$1,014,648.20]);
- *Reimbursement*: \$1,498,700 (14,987 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Failure to Maintain Accurate Records*: \$289,500 (\$500 x 579 employees within the penalty statute of limitations per Labor Code section 1174.5);
- *Sick Leave*: \$1,498,700 (per pay period violation rate of 100% x 14,987 pay periods x default \$100 per pay period per Labor Code section 2699(f));

These amounts do not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. The identified risks would likely eliminate several of the claims (e.g. minimum wages & waiting time penalties), and/or substantially reduce the number of pay periods at issue due to the inability to prove the claims in every pay period for every employee. In addition to the risks on the merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this

1 case because a majority of the civil penalties sought would be in addition to amounts
2 owed for substantive violations, some of the violations are due to technical non-
3 compliance with the Labor Code, such as derivative wage statement violations, several
4 of the violations under different statutes arise from the same, singular conduct (*e.g.* off-
5 the-clock work and meal and rest period violations). Defendants produced wage and
6 hour policies and other documents related to attempts at complying with the California
7 Labor Code that a Court may find demonstrates a good faith attempt at compliance, and
8 there were several instances where the actual substantive loss experienced by Aggrieved
9 Employees was substantially less per pay period than the potential maximum penalty
10 that could be imposed. Courts are statutorily authorized to use discretion to reduce
11 penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore*
12 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v.*
13 *Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v.*
14 *Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction);
15 *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82%
16 reduction equates to roughly \$9-\$18 worth of civil penalties per pay period per
17 employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$100),
18 which is more in line with actual awards based on my experience and review of awards
19 in other cases. Thus, even if using the maximum values and setting aside risks of
20 proving the claims on the merits, the total exposure may be cut to approximately
21 \$1,437,903.04 (82% reduction) to \$5,591,845.14 (30% reduction) or lower. It is
22 important to note that this discretionary reduction is completely separate and in addition
23 to any risks on the merits. Given the substantial risks associated with the claims, I
24 believe the amount that might ultimately be awarded under this claim would be
25 significantly lower than the maximum civil penalties available. I believe allocating
26 \$100,000 to the PAGA claims in this case is appropriate, especially in light of amounts
27 that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com.*
28 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of

1 PAGA claims based on their being disputed and being part of a class settlement which
2 was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing*
3 *Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA
4 settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
5 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6%
6 of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016
7 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation
8 where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total
9 estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D.
10 Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement);
11 *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500
12 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v.*
13 *Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000
14 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010
15 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1,
16 *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement);
17 *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000
18 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class
19 even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
20 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal.
21 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz*
22 *Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation
23 from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
24 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement
25 fund).

26 10. In summary, Plaintiff's gross recovery of \$750,000 under the Agreement equals
27 approximately 6.2% of the maximum value of the claims in this matter (\$12,147,369.11) and between
28 12.3% and 43.7% of the more realistic range of recovery (\$1,757,933.21 to \$6,108,524.62). After

1 deducting the proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement
2 Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery
3 under the Agreement, \$347,500, represents approximately 2.9% of the maximum value of the claims in
4 this matter. The net recovery also represents between 5.7% and 19.8% of the more realistic range of
5 recovery. The average net award is approximately \$378.95 which is the equivalent of approximately
6 \$17.41 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a
7 reasonable compromise of claims based on the legal and factual disputes in this case. The ability to
8 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than
9 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this
10 Agreement.

11 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
12 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
13 settlement or judgment should we recover a monetary amount. We took a risk that we would not
14 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
15 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
16 make sure employees are able to find affordable representation in order to ensure that employers are
17 complying with all their legal obligations towards employees and paying employees all their hard-
18 earned wages.

19 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
20 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
21 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
22 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
23 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
24 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
25 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
26 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
27 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
28 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from

2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2023, I was recognized as a Super Lawyer (Rising Star). From 2024 to present, I have been recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section’s executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);

- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);

- *Ferreya v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);

- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

14. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law

1 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
2 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
3 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
4 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
5 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
6 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
7 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
8 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
9 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
10 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
11 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
12 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
13 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
14 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
15 as a Super Lawyer from 2014 to present.

16 16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
17 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
18 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
19 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
20 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
21 Federal Courts, including up to certification, settlement, preliminary and final approval, and
22 disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel.
23 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
24 include the following:

- 25 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 26 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 27 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 28 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);

- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);

- 1 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 2 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
- 3 Sup. Ct.);
- 4 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 5 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 6 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 7 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 8 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 9 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 10 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 11 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 12 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 13 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 14 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 15 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 16 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 17 Sup. Ct.);
- 18 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 19 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 20 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 21 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 22 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 23 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 24 00082201 (Sac Sup. Ct.);
- 25 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
- 26 Sup. Ct.);
- 27 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 28 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);

- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072

(Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr. Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an identifiable benefit on behalf of the class and equity counsels that the cost of the representation should be borne equally amongst all class members receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. I agreed to take this case on a contingency basis and as a class action with the possibility that I would not receive any compensation for my time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. I have reviewed fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in employment law cases, the typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own firm and working with several other firms has been that the typical percentage negotiated between parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same factors. I have also reviewed several recent Federal District Court Cases where the Court has approved common fund based fee requests. These cases include *Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8 (collecting

1 cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including
2 *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009)
3 [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot,*
4 *Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40%
5 fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No.
6 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a \$3.75
7 million wage and hour class action settlement]). I believe my request of \$262,500 (approximately
8 35%) for attorneys’ fees is justified given the results obtained on behalf of the class. The expected total
9 costs through final approval by Class Counsel are not expected to exceed \$10,000. Filed with this
10 Motion as Exhibit E is a true and correct copy of the costs incurred to date and expected to be incurred
11 through the completion of this case by Shimoda & Rodriguez Law, PC. Any difference in the actual
12 costs and the maximum amount allocated under the Agreement will be added to the Net Settlement
13 Amount.

14 20. I have used several class action administrator companies in the wage and hour class
15 actions I have resolved in the past and believe Apex Class Action, LLC will provide the best service to
16 administer the proposed class settlement. Apex Class Action, LLC has provided a quote for the
17 estimated maximum cost of administering the class settlement of approximately \$14,990. A true and
18 correct copy of a cost estimate provided by Apex Class Action, LLC is filed with this Motion as Exhibit
19 D. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during
20 the administration of the settlement. However, the difference between the actual, lesser costs and
21 \$20,000, if any, will be paid to the Participating Class Members on a pro rata basis.

22 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
23 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
24 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
25 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
26 Exhibit G.

27 22. A true and correct copy of the proposed Notice of Settlement is being filed with this
28 Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court’s public access

1 web portal and provide instructions on how to search for the case to find electronic copies of all filed
2 documents in this case and other pertinent case information found on the Court's public access web
3 portal. I believe utilizing the public access web portal is a superior method for online/electronic notice
4 to Class Members for several reasons. First, the case information and relevant settlement documents
5 will remain available for much longer on the public access web portal than on an administrator's
6 website. Generally, case web pages created by administrators are taken down shortly after any
7 compliance hearing whereas the case information on the public access web portal will remain available
8 for several years after any compliance hearing. Second, there are no added costs to Class Members in
9 utilizing the public access web portal. To the extent a Class Member has the means to access an
10 administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the
11 public access web portal. There is no charge on the public access web portal for searches utilizing case
12 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,
13 utilizing the public access web portal will result in fewer costs associated with settlement
14 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public
15 access web portal will give Class Members a greater ability to keep apprised of the case status heading
16 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in
17 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we
18 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and
19 longevity of records on the public access web portal will make it easier for Class Members to obtain
20 and review the notice of judgment well into the future.

21 23. The designated *cy pres* beneficiary in this case is Capital Pro Bono, Inc. ("CPB"). Only
22 those funds that remain from uncashed settlement checks will be sent to the *cy pres* beneficiaries
23 pursuant to section 5.6 of the Agreement.

24 24. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
25 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
26 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
27 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
28 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,

1 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
2 Program of Northern California (VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
3 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
4 Superior Court.

5 25. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
6 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
7 their current or former employment. This assistance regularly includes, but is not limited to, free legal
8 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
9 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
10 forms, and direct representation in administrative hearings, including administrative hearings in front of
11 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
12 who provide assistance, along with experienced employment law attorney volunteers. These services
13 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
14 and continuing through today under CPB.

15 26. I believe the services provided by CPB promote the law consistent with the objective of
16 wage and hour class actions in general and in this case specifically.

17 27. I have spoken with every other attorney at my firm to determine whether they have any
18 relationship with the proposed *cy pres* beneficiary.

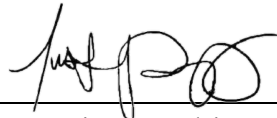
19 28. I have volunteered for CBP numerous times over the past several years, either directly in
20 the advice clinics or by presenting seminars on wage and hour laws for law students seeking to also
21 volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory committee. This
22 organization is a non-profit that assists low-income workers throughout California, giving free legal
23 advice regarding employment law issues and representing employees with wage claims before the
24 California Labor Commissioner. I have witnessed firsthand the quality service and attention this entity
25 provides to individuals in need of employment law advice and representation at the California Labor
26 Commissioner.

27 29. Galen T. Shimoda has volunteered CBP on and off over the past several years through
28 either presenting wage and hour seminars to law students who staff the free advice clinics or helping at

1 the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with CBP
2 since approximately March 2020. Mr. Shimoda has never received payment or compensation of any
3 kind in connection with any work he's done with the proposed *cy pres* beneficiary. Renald Konini has
4 never done any work, volunteer or otherwise with Capital Pro Bono, Inc.

5 30. Neither my firm, myself, Mr. Konini, nor Mr. Shimoda have ever received any
6 compensation, direct or indirect, for designating CPB as *cy pres* beneficiary or in connection with any of
7 the volunteer work we have done with the organization.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on March 19, 2026 in Sacramento, California.

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11 

12 Justin P. Rodriguez
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Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF MERCED

DEMECIO AGUIRRE VILLEGAS,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

G & H PIZZA, INC., a California Corporation;
JILL MARIE GAUTHIER, an individual;
JOHN JAMES GAUTHIER, an individual;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV-00447

*Assigned for All Purposes to Hon. Brian McCabe
Department 8*

CLASS ACTION

**DECLARATION OF DEMECIO AGUIRRE
VILLEGAS IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: April 15, 2026
Time: 8:15 a.m.
Dept.: 8
Judge: Hon. Brian McCabe

Filed: January 26, 2024
FAC Filed: April 3, 2024
Trial Date: None Set

1 I, Demecio Aguirre Villegas, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as*
6 *Jill Marie Gauthier*), and John James Gauthier ("Defendants") from approximately May 2018 to April
7 2022, and from January 2023 to the present as a non-exempt employee. I was subject to all of
8 Defendants' policies and practices that have been alleged as unlawful in the Complaint and the notice
9 sent to the Labor and Workforce Development Agency ("LWDA"), including the following: failure to
10 pay overtime, failure to pay minimum wages, failure to provide accurate wage statements, failure to
11 timely pay final wages, failure to provide meal and rest periods or pay premiums in lieu thereof, failure
12 to reimburse expenses, failure to maintain accurate records, failure to pay sick leave, untimely payment
13 of wages, unfair competition, and violation of Labor Code section 558.

14 3. I have actively participated in the litigation of this case for the benefit of all Class
15 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
16 attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had
17 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
18 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
19 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
20 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
21 actively involved in the case to help ensure a positive outcome, discussing the facts of the case, showing
22 and explaining the context behind the documents I had to support the claims, and discussing potential
23 witnesses to corroborate the information I was providing.

24 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
25 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
26 PAGA action meant that it would take substantially longer than pursuing my claims individually,
27 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
28 end, but I believed it was important to make sure that Defendants followed the law for everyone. I

1 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my
2 name would be on a publicly available document showing that I had sued a former employer and, if
3 unsuccessful in bringing the claims, I would be obligated to pay Defendants' costs incurred over the
4 course of this complex litigation. My understanding is that this is a substantial risk because the costs
5 associated with litigation, in general, are very high and this cost is multiplied many times over in
6 complex litigation like class actions.

7 5. During the course of this litigation, I have given detailed accounts of all the facts related
8 to my employment. I provided my attorneys with extensive documentation that I believe supported the
9 claims brought against Defendants. I met with and assisted my attorneys in understanding these
10 documents and providing context for Defendants' payroll process as it applied to me and how I believed
11 it applied to Defendants' other employees within the class. I worked there for a long period of time, so I
12 was able to discuss the similarities of the wage and hour policies and practices among all Class
13 Members.

14 6. The work I performed for this case included an extensive review of documents and
15 payroll practices to show and explain to my attorneys what was happening and why I thought it was
16 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
17 and work performed in a typical day and any circumstances that would cause relevant differences to my
18 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
19 whether and how any of the documents corroborated the validity of the claims and listed potential
20 witnesses related to any issues raised by the documents. Additionally, I helped review and explain to
21 my attorneys different documents such as payroll documents, paystubs and payroll records, payroll
22 policies, meal and rest period policies, schedules, timecards, and Defendants' practices of such policies. I
23 also produced many text messages to my attorneys that helped give context to claims in the case, and
24 participated in mediation to assist my attorneys and help flesh out facts that were important to our
25 claims. This addressed all the claims alleged and we continued to discuss and review these items
26 throughout the case as more information was provided by Defendants. I also spent a substantial amount
27 of time working to identify potential witnesses and speaking to others who could be interviewed by my
28 attorneys and provide declarations.

1 7. I participated in the negotiations and settlement discussions in this case, including
2 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
3 additional information needed to assist the negotiations, and discussing the potential terms of the
4 Agreement to evaluate its adequacy. Throughout the course of this litigation, I have asked questions
5 when I needed clarification about various aspects of this case to make sure steps were continually taken
6 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
7 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
8 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
9 facts of the case.

10 8. To date, I estimate that I have spent approximately 75-95 hours assisting my attorneys in
11 litigating this case. I expect that the amount of time I spend on this case will increase if preliminary
12 approval is granted because Class Members will likely reach out to me about the Settlement, the Notice
13 of Settlement, and the process for receiving payment.

14 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
15 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
16 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
17 after working for Defendants because future employers were able to see, from publicly available
18 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
19 Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
20 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
21 anything whatsoever to have the opportunity to receive it. I also work at another job, the time I have
22 spent on this case has had to occur during my lunch and/or break times, after hours, and on my days off.
23 Rather than spend this time with friends and family, I have spent this time for the benefit of Class
24 Members. Also, I have experienced a great amount of stress and anxiety due to the litigation in this case.
25 I believe awarding the full Enhancement Payment is warranted given the time I have spent on the case,
26 the benefit secured for Class Members and the LWDA, and the risks and burdens I have experienced as
27 a result of this litigation.

10. I understand that any Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

11. I have no interest in the designated *cypres* beneficiary, Capital Pro Bono, Inc., whether financial, in their governance, or otherwise.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 03/19/2026 in Los Banos, California.

Demetri Aguirre (Mar 19, 2026 10:13:39 PDT)

Demecio Aguirre Villegas

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Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF MERCED

DEMECIO AGUIRRE VILLEGAS,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

G & H PIZZA, INC., a California Corporation;
JILL MARIE GAUTHIER, an individual;
JOHN JAMES GAUTHIER, an individual;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV-00447

*Assigned for All Purposes to Hon. Brian McCabe
Department 8*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 15, 2026

Time: 8:15 a.m.

Dept.: 8

Judge: Hon. Brian McCabe

Filed: January 26, 2024

FAC Filed: April 3, 2024

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Apex Class Action, LLC Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: March 19, 2026

Shimoda & Rodriguez Law, PC

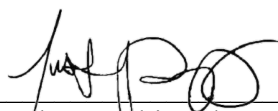
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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2 Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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6 Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS individually and on behalf of similarly
situated employees

7 Ryan E. Abernethy (Cal. State Bar No. 267538)
8 John Slavik (Cal. State Bar No. 315977)
Weintraub Tobin Chediak Coleman Grodin
9 Law Corporation
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10 Sacramento, California 95814
Telephone: 916.558.6000
11 Facsimile: 916.446.1611

12 Attorneys for G & H PIZZA, INC., JILL MICHELLE GAUTHIER
(*erroneously sued as* JILL MARIE GAUTHIER), and JOHN JAMES GAUTHIER

13 **SUPERIOR COURT OF CALIFORNIA**
14 **FOR THE COUNTY OF MERCED**
15

16 DEMECIO AGUIRRE VILLEGAS,
17 individually and on behalf of all other similarly
situated employees,

18 Plaintiff,

19 vs.

20 G & H PIZZA, INC., a California Corporation ;
21 JILL MARIE GAUTHIER, an individual;
JOHN JAMES GAUTHIER, an individual; and
22 DOES 1 to 100, inclusive,
23 Defendants.
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Case No.: 24CV-00447

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: January 26, 2024

FAC Filed: April 3, 2024

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Demecio Aguirre Villegas (“Plaintiff”), on behalf of himself, the Labor
3 and Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendants G & H
4 Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*), and John James Gauthier,
5 (“Defendants”). This Agreement is subject to the terms and conditions set forth below and the approval of
6 the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Aguirre Villegas v. G & H Pizza, Inc., et al.*,
10 Merced County Superior Court, Case No. 24CV-00447, filed January 26, 2024.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked or continue to
12 work for Defendants in California at any time between January 26, 2023, and up to either (1) the
13 Preliminary Approval Date, or (2) March 27, 2026, whichever is earlier.

14 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.5 “Class Member(s)” means all non-exempt employees who did not sign an arbitration
19 agreement and who worked or continue to work for Defendants in California at any time between January
20 26, 2020, and up to either (1) the Preliminary Approval Date, or (2) March 27, 2026, whichever is earlier.

21 1.6 “Class Period” means any time between January 26, 2020, and up to either (1) the
22 Preliminary Approval Date, or (2) March 27, 2026, whichever is earlier.

23 1.7 “Class Representative” means Plaintiff Demecio Aguirre Villegas.

24 1.8 “Complaint” means the operative Complaint on file in the Action with the Court.

25 1.9 “Court” means the Merced County Superior Court.

26 1.10 “Defendants” means G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill*
27 *Marie Gauthier*), and John James Gauthier.

1 1.11 “Defendants’ Counsel” means Weintraub Tobin Chediak Coleman Grodin Law
2 Corporation.

3 1.12 “Enhancement Payment” means the amount approved by the Court to be paid to the Class
4 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
5 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
6 Representative as a Participating Class Member.

7 1.13 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
8 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
9 after a signed order approving this settlement has been filed provided no appellate proceeding has been
10 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
11 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
12 further remedies or relief, whichever is later.

13 1.14 “Final Approval Date” means the date a signed order granting final approval of this
14 Agreement is filed with the Court.

15 1.15 “Gross Settlement Amount” is the sum of Seven Hundred Fifty Thousand (\$750,000).

16 1.16 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved
17 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
18 Sections 1.18, 1.22, 5.5, and 5.8.

19 1.17 “LWDA” means the California Labor and Workforce Development Agency.

20 1.18 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
21 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
22 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
23 Payment to the Class Representative.

24 1.19 “Notice of Settlement” means the document substantially in the form attached hereto as
25 Exhibit 1.

26 1.20 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
27 of Settlement to Class Members and Aggrieved Employees.

28 1.21 “PAGA” means Private Attorneys General Act.

1 1.22 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
2 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

3 1.23 “PAGA Claim Period” means January 26, 2023, and up to either (1) the date a signed order
4 preliminarily approving the class settlement is filed, or (2) March 27, 2026, whichever is earlier.

5 1.24 “Parties” mean Defendants and Plaintiff.

6 1.25 “Participating Class Member” means any and all Class Members who have not made any
7 timely request to opt-out of the Agreement.

8 1.26 “Preliminary Approval Date” means the date a signed order granting preliminary approval
9 of this Agreement is filed with the Court.

10 1.27 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
11 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
12 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
13 shall remain the property of Defendants until the payments required under the Agreement are made.

14 1.28 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
15 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
16 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
17 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
18 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
19 Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member
20 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
21 construed from Defendants’ records.

22 1.29 “Released Class Claims” any and all claims that are alleged in the Complaint (inclusive of
23 the Complaint filed in Merced Superior Court, Case No. 24CV-00447, on January 26, 2024, and the First
24 Amended Complaint filed on April 4, 2024), and any additional wage and hour claims that could have been
25 brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the
26 release of claims not permitted by law. The Released Class Claims exclude claims for workers’
27 compensation or unemployment insurance benefits. This release will cover all Class Members who do not
28 opt out.

1 1.30 “Released PAGA Claims” means any and all claims for civil penalties that were brought
2 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff’s notice letter
3 to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the
4 facts alleged in Plaintiff’s notice letter to the LWDA during the PAGA Claim Period. Aggrieved
5 Employees cannot opt out of this waiver of claims.

6 1.31 “Releasing Parties” means Defendants, as well as Defendants’ officers, shareholders,
7 directors, agents, employees, attorneys, administrators, partners, successors, predecessors, benefit plan
8 fiduciaries and agents, assigns, subsidiaries, affiliates and insurers.

9 1.32 “Settlement Administrator” means and refers to Apex Class Action, LLC, the third-party
10 entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party
11 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
12 Agreement. The Parties each represent that they do not have any financial interest in the Settlement
13 Administrator.

14 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
15 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
16 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
17 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
18 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
19 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
20 Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees
21 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
22 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
23 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
24 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
25 other filings required by any governmental taxing authority or agency; all costs and fees associated with
26 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
27 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
28 in connection with the execution of its duties under this Agreement.

1 **2. DESCRIPTION OF THE LITIGATION**

2 2.1 On or about January 26, 2024, Plaintiff sent notice to the LWDA to exhaust administrative
3 remedies under the PAGA for failure to pay overtime wages, failure to pay minimum wages, failure to
4 provide meal periods or pay meal period premiums in lieu thereof, failure to provide rest periods or pay
5 rest period premiums in lieu thereof, failure to provide accurate wage statements, failure to pay final wages,
6 failure to pay reimbursements for expenses, and failure to maintain accurate records, failure to provide paid
7 sick leave, and untimely payment of wages. The LWDA did not respond to the notice within the statutorily
8 required time frame and, as such, Plaintiff became authorized to act as a Private Attorney General on all
9 alleged PAGA claims.

10 2.2 On or about January 26, 2024, Plaintiff filed a class action Complaint in Merced County
11 Superior Court on behalf of himself and Class Members alleging claims for (1) Failure to Pay Overtime
12 Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide
13 Rest Periods, (5) Wage Statement Violations, (6) Failing to Pay Final Wages, (7) Failure to Reimburse
14 Expenses, and (8) Unfair Competition. Plaintiff filed a First Amended Complaint on approximately April
15 3, 2024 to add a PAGA cause of action based on the violations alleged in the January 26, 2024 notice to
16 the LWDA on behalf of himself and Aggrieved Employees.

17 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
18 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
19 information on Class Members including, but not limited to, Class Members' workweeks, dates of
20 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
21 and payroll reports for a randomly selected sample of Class Members.

22 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
23 negotiations, but were not able to come to a resolution. On November 24, 2025, the Parties participated in
24 a lengthy mediation with private mediator Russ Wunderli. At the conclusion of the mediation, the Parties
25 were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-collusive,
26 adversarial, and at arm's length.

27 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
28 productions, extensive legal analysis, the provision of information by Defendants to Plaintiff and the

1 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
2 merits of the claims and the defenses to those claims.

3 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to
4 compensate Plaintiff and similarly situated employees for the time spent working off-the-clock, 2) failing
5 to authorize and permit Plaintiff and similarly situated employees to take uninterrupted meal and rest
6 periods, 3) failing to reimburse Plaintiff and similarly situated employees for the use of their personal cell
7 phones for work purposes, and 4) failing to provide Plaintiff and similarly situated employees with all their
8 earned sick pay. Defendants have denied each of Plaintiff's claims and Defendants have denied that this
9 Action is appropriate for class certification for anything other than settlement purposes. The agreed upon
10 Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the
11 underlying claims and the class data supporting these claims. The Parties, with the assistance of the
12 mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and
13 legal contentions and defenses.

14 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
15 and the information exchanged to date, are more than sufficient to assess the merits of the respective
16 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
17 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
18 manner and upon such terms and conditions set forth herein in order to avoid further expense,
19 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
20 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
21 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
22 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
23 circumstances.

24 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

25 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
26 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
27 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
28 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a

conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under this Agreement.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request to the Settlement Administrator. The data request must contain all of the following information: (a) the full name and, if applicable, Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with Defendants ended; (c) the individual's dates of employment with Defendants; and (d) a return address to which a response

1 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
2 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
3 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
4 more than two business days) transmit the data requests to Defendants' Counsel and request that
5 Defendants review their records.

6 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or
7 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
8 person who submitted the data request, at the address designated for that purpose in the data request. All
9 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
10 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
11 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
12 Employee for all other purposes.

13 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or
14 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in
15 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
16 dispute. Defendants' records shall control unless the individual submitting the data request provides
17 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'
18 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
19 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
20 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
21 calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement
22 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
23 to Court review.

24 **5. TERMS OF THE SETTLEMENT**

25 The Parties agree as follows:

26 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
27 Section 6, Defendants shall pay the Gross Settlement Amount (\$750,000). Funding of the Gross Settlement
28 Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the

1 Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class
2 Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action
3 incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering
4 the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement,
5 the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to
6 satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments)
7 on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement
8 Amount.

9 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
10 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have
11 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
12 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
13 exceed \$10,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not
14 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
15 exceed the \$10,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
16 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
17 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
18 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
19 a pro rata basis.

20 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
21 Gross Settlement Amount and shall not exceed \$20,000. The difference between any actual costs and the
22 allocated \$20,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
23 Members on a pro rata basis.

24 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
25 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand (\$10,000)
26 to compensate for the risks, time, and expense of his involvement in the Action and securing the benefits
27 of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual
28 Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member.

Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.5 PAGA Payment: One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated to Capital Pro Bono, Inc, under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members and Aggrieved Employees in connection with this Agreement

(notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.

1 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
2 Settlement Amount.

3 5.9.2 Two Thirds (2/3) of each Participating Class Members' share of the Net Settlement
4 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
5 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
6 which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this
7 payment shall be divided equally among the 1099-MISC and 1099-INT designations.

8 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
9 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
10 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
11 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

12 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
13 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
14 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
15 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
16 including the treatment of such payments as not subject to withholding or deduction for payroll and
17 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
18 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
19 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
20 Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
21 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
22 implications of any provision of this Agreement.

23 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
24 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
25 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
26 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
27 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
28 described in Section 3 because the Court, in its independent determination, finds that the Agreement does

not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible for the costs of the Settlement Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and Aggrieved Employees.

6. RELEASE

6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all Participating Class Members will release, acquit and forever discharge all Released Class Claims as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims against any of the Released Parties.

6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.

6.3 Release by Class Counsel: Upon the Effective Date, Class Counsel will release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys' fees, costs, and expenses incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint and Plaintiff's notice letter to the LWDA. This release shall not affect any right to fees and costs provided for under this Agreement.

7. SETTLEMENT ADMINISTRATION

1 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:

2 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are

3 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the

4 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate

5 any individual Class Members and Aggrieved Employee whose address or contact information as provided

6 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class

7 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as

8 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in

9 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,

10 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving

11 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or

12 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests

13 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)

14 determining and paying the final amounts due to be paid under the Agreement after resolution of all

15 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA

16 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability

17 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-

18 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds

19 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of

20 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of

21 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of

22 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable

23 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the

24 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes

25 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final

26 statistics of the administration and compliance with all payment obligations under the Agreement; 14)

27 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to

28 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as

1 necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to
2 the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if
3 necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until
4 all payments and obligations contemplated by the Agreement have been fully executed.

5 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement shall be
6 sent in English and Spanish. The Notice of Settlement will provide Class Members and Aggrieved
7 Employees with a summary of the terms and conditions of the Agreement, how to participate in the
8 settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and
9 how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and
10 Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees
11 and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost
12 allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the
13 released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees
14 and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved
15 Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information
16 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
17 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
18 directs.

19 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
20 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the first and last
21 name, last known mailing address, last known telephone number, Social Security Number, start and end
22 date (if any) of employment of each Class Member and Aggrieved Employee, and any other information
23 the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
24 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
25 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
26 after receipt of such address information, the Settlement Administrator will perform a national change of
27 address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the
28 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved

Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. Following each search that does not result in a corrected address, for those Class Members who appear to be current employees of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are followed and the Class Member does not timely and properly request to opt-out, the Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

7.5 Responses to Notice of Settlement:

7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number (*i.e. Aguirre Villegas v. G & H Pizza,*

1 *Inc., et al.*, Case No. 24CV-00447); (d) be signed; and (e) be post-marked no later than the conclusion of
2 the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign
3 the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The
4 date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether
5 a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the
6 Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right
7 to object, appeal or comment thereon. The name of any Class Member who submits a valid and timely opt
8 out request will be specifically identified in any proposed order granting final approval. Class Members
9 who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and
10 any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a
11 Class Member, they will still receive their share of the PAGA Payment as Aggrieved Employees cannot
12 opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

13 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
14 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
15 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
16 Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only
17 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
18 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
19 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
20 identify the case name and number (*i.e. Aguirre Villegas v. G & H Pizza, Inc., et al.*, Case No. 24CV-
21 00447); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-
22 mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to
23 the Settlement Administrator, any Class Member may appear at the final approval hearing to state their
24 objection.

25 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
26 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
27 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
28 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing

1 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
2 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the
3 dispute. Defendants' records shall presumptively control unless the Class Member can produce
4 documentation evidencing other periods of employment worked. If Defendants agree with submitted
5 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
6 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
7 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,
8 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
9 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
10 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
11 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
12 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

13 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
14 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
15 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
16 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
17 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
18 letter, whichever is later.

19 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
20 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
21 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
22 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

23 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
24 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
25 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
26 and detailed report regarding the statistics and responses of settlement administration to date and all the
27 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.
28

1 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
2 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the
3 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
4 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
5 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
6 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
7 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount
8 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement
9 Administrator within twenty-one (21) calendar days after the Effective Date to be held in trust in a QSF.
10 Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator shall
11 deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
12 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
13 and payment to Participating Class Members and/or Aggrieved Employees as required under this
14 Agreement and approved by Court.

15 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
16 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
17 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
18 after the Final Approval Date.

19 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
20 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
21 requested by Class Counsel.

22 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
23 Individual Settlement Amount.

24 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
25 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
26 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
27 necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants

Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
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 Defendants have funded the settlement
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
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
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class

1 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
2 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
3 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
4 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
5 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to
6 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
7 approval. The Parties agree to act immediately and diligently to perform their obligations under this
8 Agreement, including the review and approval of documents related to obtaining Court approval. The
9 Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order
10 Granting Preliminary Approval of Class Action and PAGA Settlement.

11 9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
12 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
13 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
14 Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
15 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
16 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
17 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
18 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
19 approved as fair, reasonable and adequate as to the Class Members.

20 9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed
21 Agreement.

22 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
23 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
24 appropriate to assure effective communication to individual Class Members of information about their
25 rights and obligations under this Agreement.

26 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
27 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
28 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the

1 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
2 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
3 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
4 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
5 request to opt out during the Notice Period.

6 9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable
7 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
8 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
9 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
10 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
11 Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award
12 of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement
13 Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and
14 enforcement of the terms of the Agreement and the Court's orders.

15 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
16 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
17 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement
18 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
19 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
20 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
21 of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the
22 Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as
23 specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement
24 Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

25 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
26 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
27 PAGA Settlement and Final Judgment.

1 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
2 Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

3 **10. MISCELLANEOUS TERMS**

4 10.1 Defendant’s Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
5 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
6 with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its
7 furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to
8 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the
9 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs
10 shall be paid by Defendants. Defendants have represented that there are no more than 19,959 workweeks
11 during the Class Period and have also represented that there are no more than 14,987 pay period during
12 the PAGA Claim Period. In the event the number of workweeks during the Class Period is more than
13 21,954.9 (*i.e.*, greater than 10% more than 19,959) or the number of pay periods during the PAGA Claim
14 Period is more than 16,485.7 (*i.e.* greater than 10% more than 14,987), then the Gross Settlement Amount
15 shall be increased proportionally by the workweeks in excess of 21,954.9 or by the pay periods in excess
16 of 16,485.7, whichever is greater. For example, if there were 11,000 workweeks represented to exist
17 during the Class Period, but there are actually 12,500 workweeks in the Class Period, then Defendants
18 would have to increase the Gross Settlement Amount by 3.3% (12,500 – 12,100 workweeks (*i.e.*, 10%
19 more than 11,000) = 400 excess workweeks. 400 divided by 12,100 = 3.3%).

20 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
21 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
22 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
23 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
24 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
25 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
26 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
27 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
28 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS

1 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
2 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
3 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
5 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
6 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
7 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
8 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
9 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
10 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
11 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
12 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
13 THIS AGREEMENT.

14 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
16 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
17 and discharged in this Agreement.

18 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
19 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
20 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
21 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

22 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
23 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
24 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

25 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
26 be entered according to this Agreement. The Parties stipulate and agree that the Merced County Superior
27 Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure
28

Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

Ryan E. Abernethy

John Slavik
Weintraub Tobin Chediak Coleman Grodin
Law Corporation
400 Capitol Mall, 11th Floor
Sacramento, California 95814

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.12 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representative.

10.15 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed

1 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
2 and effect of originals.

3 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
4 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
5 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
6 and governed by, the substantive laws of the State of California without giving effect to that State's choice
7 of law principles.

8 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
9 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
10 this Agreement, or any provision thereof.

11 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
12 construed as retaliation against any Class Members for participating or seeking to participate in this class
13 action settlement. The Parties will not discourage any class member from participating or seeking to
14 participate in this class action settlement. This is a material term of the Agreement and non-breaching
15 Parties will seek court intervention if this provision is breached.

16 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
17 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
18 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
19 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
20 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
21 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

22 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
23 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

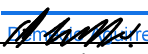
24 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
25 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
26 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 02/18/2026


Demecio Aguirre Villegas (Feb 18, 2026 16:32:38 PST)

FOR Defendants:

Date: _____

By: _____
For G & H Pizza, Inc.

Date: _____

By: _____
For Jill Michelle Gauthier

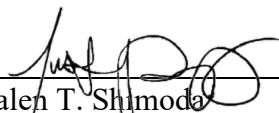
Date: _____

By: _____
For John James Gauthier

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 02/18/2026

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: _____

Demecio Aguirre Villegas

FOR Defendants:

Date: Feb 18, 2026 | 5:06 PM MST



By: G&H Pizza
For G & H Pizza, Inc.

Date: Feb 20, 2026 | 11:14 AM PST



By: Jill Gauthier
For Jill Michelle Gauthier

Date: Feb 18, 2026 | 5:07 PM MST



By: John Gauthier
For John James Gauthier

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

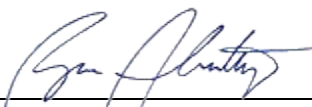
Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

1 APPROVED AS TO FORM

WEINTRAUB TOBIN CHEDIAK COLEMAN
GRODIN LAW CORPORATION

2
3 Dated: February 20, 2026

4 By: 

Ryan E. Abernethy

John Slavik

Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF MERCED

DEMECIO AGUIRRE VILLEGAS, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

G & H PIZZA, INC., a California Corporation; JILL
MARIE GAUTHIER, an individual; JOHN JAMES
GAUTHIER, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV-00447

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: All non-exempt employees who did not sign an arbitration agreement and who worked or continue to work for Defendants in California at any time between January 26, 2020, to [REDACTED] (“Class Members”); and All non-exempt employees who worked or continue to work for Defendants in California at any time between January 26, 2023, to [REDACTED] (“Aggrieved Employees”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Merced County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Demecio Aguirre Villegas (“Plaintiff” or “Class Representative”), and Defendants G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*), and John James Gauthier (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member” and/or “Aggrieved Employee.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period and [REDACTED] pay periods during the applicable PAGA Claim Period, which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On January 26, 2024, Plaintiff filed a Complaint against Defendants in the Merced County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Merced County Superior Court, Case No. 24CV-00447. The Class Period is January 26, 2020, to [REDACTED] (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, 9) failing to provide paid sick leave, and 10) untimely payment of wages. Defendants have denied all of Plaintiff’s allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation

and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked or continue to work for Defendants in California at any time between January 26, 2023, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$20,000, an Enhancement Payment to the Class Representative not to exceed \$10,000, and \$100,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will be issued and 1/3 for disputed wages for which IRS Forms W-2 will be issued. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will be issued.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as any time between January 26, 2023, to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or

Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released . . . [1.29]

Aggrieved Employees will be deemed to have released . . . [1.30]

The individuals released ("Released Parties") include [1.31].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Aguirre Villegas v. G & H Pizza, Inc., et al.*, Case No. 24CV-00447); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Aguirre Villegas v. G & H Pizza, Inc., et al.*, Case No. 24CV-00447); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://jpportal.mercedcourt.org/MERCEDPUBLIC/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 8, 2260 N Street, Merced, California, on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://jpportal.mercedcourt.org/MERCEDPUBLIC/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Ryan E. Abernethy
John Slavik
Weintraub Tobin Chediak Coleman Grodin
Law Corporation
400 Capitol Mall, 11th Floor
Sacramento, California 95814
Telephone: 916.558.6000
Facsimile: 916.446.1611
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT B

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF MERCED**

DEMECIO AGUIRRE VILLEGAS,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

G & H PIZZA, INC., a California Corporation;
JILL MARIE GAUTHIER, an individual;
JOHN JAMES GAUTHIER, an individual;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV-00447

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1 Plaintiff DEMECIO AGUIRRE VILLEGAS (“Plaintiff”), on behalf of himself and all other
2 similarly situated employees, hereby files this First Amended Complaint against Defendants G & H
3 PIZZA, INC., a California Corporation; JILL MARIE GAUTHIER, an individual; JOHN JAMES
4 GAUTHIER, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as
5 “Defendants”). On information and belief, Plaintiff allege the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period
9 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, and unfair
10 competition.

11 **JURISDICTION AND VENUE**

12 2. The Merced County Superior Court has jurisdiction in this matter pursuant to California
13 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
14 California Business and Professions Code, and Wage Order No. 5.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that some of
16 the wrongful acts and violations of law asserted herein occurred within Merced County, and Defendants'
17 obligation to pay wages arose in Merced County pursuant to *Madera Police Officers Assn. v. City of*
18 *Madera*, 36 Cal.3d 403, 414 (1984).

19 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 (“LWDA”) on approximately January 26, 2024. Plaintiff provided facts and legal bases for his claims
24 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
25 of action. Plaintiff also submitted the \$75.00 filing fee. The January 26, 2024, notice was also sent via
26 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
27 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
28 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself

1 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
2 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

3 Aggrieved Employees include, but is not limited to the following: all non-exempt employees who
4 worked, or continue to work, for Defendants in California at any time from January 26, 2023 to the
5 present.

6 **PARTIES**

7 5. DEMECIO AGUIRRE VILLEGAS is an individual over the age of eighteen (18) and
8 is a resident of the State of California.

9 6. On information and belief, Plaintiff alleges, G & H PIZZA, INC., is now and/or at all
10 times mentioned in this Complaint was a California Corporation and the owner and operator of an
11 industry, business and/or facility doing business in the State of California.

12 7. On information and belief, Plaintiff alleges, JILL MARIE GAUTHIER, is now and/or
13 at all times mentioned in this Complaint was an individual and the owner and operator of an industry,
14 business and/or facility doing business in the State of California. Plaintiff is informed and believes,
15 and thereupon alleges, that JILL MARIE GAUTHIER is an individual over the age of eighteen (18)
16 and is a resident of the State of California. Plaintiff further alleges that JILL MARIE GAUTHIER is
17 an owner, director, officer, and/or managing agent of G & H PIZZA, INC., responsible for causing
18 the violations outlined in the (first) through (seventh) causes of action. As such JILL MARIE
19 GAUTHIER is individually liable pursuant to California Labor Code section 558.1. Pursuant to
20 California Labor Code section 558.1, G & H PIZZA, INC, and JILL MARIE GAUTHIER, are
21 jointly and severally liable for each cause of action asserted herein. On information and belief,
22 Plaintiff alleges that JILL MARIE GAUTHIER trained subordinate staff to implement and carry out
23 the policies and practices identified herein. As a result, whether directly or indirectly, JILL MARIE
24 GAUTHIER caused the violations identified herein. JILL MARIE GAUTHIER was responsible for
25 the violations stated herein as he was in a position of authority with the power and responsibility to
26 monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

27 8. On information and belief, Plaintiff alleges, JOHN JAMES GAUTHIER, is now
28 and/or at all times mentioned in this Complaint was an individual and the owner and operator of an

1 industry, business and/or facility doing business in the State of California. Plaintiff is informed and
2 believes, and thereupon alleges, that JOHN JAMES GAUTHIER is an individual over the age of
3 eighteen (18) and is a resident of the State of California. Plaintiff further alleges that JOHN JAMES
4 GAUTHIER is an owner, director, officer, and/or managing agent of G & H PIZZA, INC.,
5 responsible for causing the violations outlined in the (first) through (seventh) causes of action. As
6 such JOHN JAMES GAUTHIER is individually liable pursuant to California Labor Code section
7 558.1. Pursuant to California Labor Code section 558.1, G & H PIZZA, INC, and JOHN JAMES
8 GAUTHIER, are jointly and severally liable for each cause of action asserted herein. On
9 information and belief, Plaintiff alleges that JOHN JAMES GAUTHIER trained subordinate staff to
10 implement and carry out the policies and practices identified herein. As a result, whether directly or
11 indirectly, JOHN JAMES GAUTHIER caused the violations identified herein. JOHN JAMES
12 GAUTHIER was responsible for the violations stated herein as he was in a position of authority with
13 the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to
14 ratify them instead.

15 9. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
16 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
17 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
18 names and capacities of these DOE Defendants when they are ascertained.

19 10. At all times mentioned herein, each Defendant was the agent or employee of each of the
20 other Defendants and was acting within the course and scope of such agency or employment. The
21 Defendants are jointly and severally liable to Plaintiff.

22 11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
23 were members of and/or engaged in a joint employment, joint venture, partnership and common
24 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
25 joint venture, partnership and common enterprise.

26 12. Defendants, and each of them, now and/or at all times mentioned in this Complaint
27 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.
28

1 13. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
2 wrongs, complaints, injuries and/or damages alleged in this Complaint.

3 **CLASS ALLEGATIONS**

4 14. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
5 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
6 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

7 All non-exempt employees who worked or continue to work for
8 Defendants in California at any time between January 26, 2020, to the
9 present.

10 15. This action has been brought and may be properly maintained as a class action,
11 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
12 defined community of interests in the litigation and the proposed class is easily ascertainable.

13 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
14 is impracticable under the circumstances of this case. While the exact number of class
15 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
16 Defendants have employed as many as fifty (50) individuals falling within the above
17 stated class definition throughout the State of California during the applicable statute of
18 limitations, who were subjected to the policies and practices outlined in this Complaint.
19 As such, joinder of all members of the putative class is not practicable.

20 (b) Common Questions Predominate: Common questions of law and fact exist as to all
21 members of the putative class and predominate over questions that affect only individual
22 members of the class. These common questions of law and fact include, without
23 limitation, the following:

- 24 (1) Whether Defendants maintained accurate payroll records;
25 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
26 class members were not paid all overtime wages owed;
27 (3) Whether Defendants paid Plaintiff and putative class members for all hours
28 worked;

- (4) Whether Defendants failed to pay meal and rest period premiums for meal and rest period violations;
- (5) Whether Defendants failed to reimburse Plaintiff and putative class members for the use of personal cell phones and personal cars for work purposes;
- (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid all minimum wages owed, overtime wages owed, meal and rest period premiums, as a result of Defendants' policies and practices resulting in inaccurate wage statements that did not itemize the accurate minimum wages owed, overtime wages owed, meal and rest period premiums, and sick leave wages. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 16. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 **GENERAL ALLEGATIONS**

16 17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully
17 set forth herein.

18 18. Plaintiff was initially employed with Defendants from May 2018 to April 2022 as a non-
19 exempt employee. Defendants rehired Plaintiff in January 2023. Plaintiff is currently employed with
20 Defendants as a non-exempt employee and his rate of pay is \$15.50 per hour. Plaintiff works as a cashier
21 for Defendants. Defendants operate a pizza restaurant or restaurants under the Little Caesars' Pizza
22 Franchise. Plaintiff and similarly situated employees make pizzas and sell pizzas as part of their job
23 responsibilities and duties. They also wash dishes and perform other tasks such as customer service and
24 cleaning. Plaintiff and similarly situated employees usually worked four (4) to eight (8) hours per day
25 and twenty-five (25) to thirty (30) hours per week. At times, Plaintiff and similarly situated employees
26 worked over eight (8) hours per day and over forty (40) hours per week. Plaintiff and similarly situated
27 employees worked in a fast-paced environment where they had to make pizzas, take customer orders,
28 and provide customer service in a timely and efficient manner. Plaintiff and similarly situated employees

1 were also busy because of lack of staffing. Typically, Plaintiff worked alongside only another employee
2 during his shift. As a result, Plaintiff and similarly situated employees did not have coverage for meal
3 and rest periods because there would be only one person running the restaurant.

4 19. Plaintiff and similarly situated employees had to clock in and out using a computer
5 located inside the restaurant. The time required for the computer program to clock in and out varied
6 because of poor internet and Plaintiff and similarly situated employees would have to either restart the
7 computer, wait for the program to eventually load, or both. As a result, it would take one (1) to two (2)
8 minutes for Plaintiff and similarly situated employees to clock in. Defendants did not compensate
9 Plaintiff and similarly situated employees for the time that they spent clocking in prior to their shift.
10 Additionally, Defendants required Plaintiff and similarly situated employees to wash all the dishes prior
11 to the closing of the restaurant which was at midnight. However, Plaintiff and similarly situated
12 employees were not always able to wash all the dishes prior to midnight. As a result, Plaintiff and
13 similarly situated employees would clock out at midnight and then wash dishes off-the-clock for
14 approximately twenty (20) minutes. Defendants did not pay Plaintiff and similarly situated employees
15 for the time that they worked off-the-clock after the end of their shift. This occurred at least once per
16 week. Some of the off-the-clock work was overtime work. Defendants did not pay Plaintiff and similarly
17 situated employees for such work. Plaintiff and similarly situated employees were not paid for off-the-
18 clock work, resulting in unpaid minimum and overtime wages.

19 20. Moreover, Defendants failed to authorize and permit Plaintiff and similarly situated
20 employees to take compliant meal and rest periods. Typically, Defendants scheduled Plaintiff and
21 similarly situated employees to work four (4) or five (5) hours per shift. However, Defendants often
22 required Plaintiff and similarly situated employees to work longer than their scheduled shift. As a result,
23 Plaintiff and similarly situated employees would work over five (5) hours per day but not receive any
24 meal periods because they were never scheduled to receive any for their shift. Plaintiff and similarly
25 situated employees were not able to take their meal periods due to the volume of work. Also,
26 Defendants' meal practices and policy did not authorize and permit employees to receive a meal period
27 if they worked less than six (6) hours. Defendants' meal period policy states that "a meal period must be
28 taken before an employee has worked five (5) hours if the employee is scheduled more than six (6)

hours on duty.” Defendants’ meal period policy is defective and resulted in Plaintiff and similarly situated employees not taking their meal periods. Even when Plaintiff and similarly situated employees took meal periods, such meal periods were taken after the fifth hour of work and were late meal periods.

21. Furthermore, Defendants also failed to authorize and permit Plaintiff and similarly situated employees to take compliant rest periods. Plaintiff and similarly situated employees were not able to take their rest periods due to the volume of work. Defendants failed to authorize and permit Plaintiff and similarly situated employees to take ten (10) minute rest period every four (4) hours *or major fraction of thereof*. Defendants’ rest period policy omits any “major fraction thereof” authorizing language. Thus, Defendants’ rest period policy is defective. Defendants did not pay Plaintiff and similarly situated employees meal period or rest period premiums for noncompliant meal and rest periods.

22. Furthermore, Defendants also did not have a policy to reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work purposes. Defendants required Plaintiff and similarly situated employees to communicate with managers or supervisors regarding supplies and work-related questions. Defendants did not reimburse Plaintiff and similarly situated employees for using their personal cell phones for work purposes.

23. Finally, Defendants failed to provide Plaintiff and similarly situated employees with all their earned sick pay. Because Defendants required Plaintiff and similarly situated employees to work off-the-clock, Plaintiff and similarly situated employees did not accrue the appropriate amount of sick leave based on actual hours worked. This resulted in the failure to pay Plaintiff and similarly situated employees all sick leave wages they would have otherwise been due and prevented Plaintiff and Similarly situated employees from taking all their earned sick days.

24. As a result of Defendants’ failure to pay Plaintiff and similarly situated employees all minimum wages, overtime wages, meal and rest period premiums, and sick leave wages, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net wages earned.

25. As of this date of this letter, Defendants have not paid Plaintiff and similarly situated employees all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages. Defendants did not pay all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages to Plaintiff when Plaintiff stopped working for Defendants in April of 2022.

26. Plaintiff is informed and believes that JILL MARIE GAUTHIER, and JOHN JAMES GAUTHIER were the Secretary, and Chief Executive Officer/Chief Financial Officer of G & H PIZZA, INC., during Plaintiff’s employment. Ms. GAUTHIER and Mr. GAUTHIER were responsible for creating, implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

27. Defendant G & H PIZZA, INC., identified Defendant JILL MARIE GAUTHIER in its filings with the California Secretary of State from at least July 7, 2023, to the present as its Secretary. Plaintiff is informed and believes that JILL MARIE GAUTHIER was responsible for creating and electing to implement G & H PIZZA, INC.’s payroll and compensation policies and practices or that JILL MARIE GAUTHIER was aware of such policies and practices and ratified them.

28. Defendant G & H PIZZA, INC., identified Defendant JOHN JAMES GAUTHIER in its filings with the California Secretary of State from at least July 7, 2023, to the present as its Chief Executive Officer and Chief Financial Officer. Plaintiff is informed and believes that JOHN JAMES GAUTHIER was responsible for creating and electing to implement G & H PIZZA, INC.’s payroll and compensation policies and practices or that JOHN JAMES GAUTHIER was aware of such policies and practices and ratified them.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully set forth herein.

30. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for

1 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 5, section (3)(A);
2 Cal. Lab. Code §§ 510, 1194.

3 31. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
4 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
5 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
6 worked at their regular rate of pay.

7 32. Plaintiff and similarly situated employees were not exempt from overtime protections
8 employees under the California Wage Orders and Labor Code.

9 33. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
10 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
11 the extent pertinent as if set forth here in full.

12 **SECOND CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
14 **(As to all Defendants)**

15 34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully
16 set forth herein.

17 35. For the period preceding the filing of this Complaint, Defendants were required to
18 compensate Plaintiff and similarly situated employees with at least California’s applicable minimum for
19 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 5, section 4(A); Cal. Lab. Code §
20 1194.

21 36. Plaintiff was not exempt to the State’s Minimum Wage Order. Defendants aware of their
22 obligation to pay the minimum wage for each hour worked but failed to do so.

23 37. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
24 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
25 the extent pertinent as if set forth here in full.

26 **THIRD CAUSE OF ACTION**
27 **MEAL PERIOD VIOLATIONS**
28 **(As to all Defendants)**

38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully
set forth herein.

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

1 46. An employer must provide an employee a rest period in accordance with the
2 applicable Wage Order and California Labor Code section 226.7.

3 47. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an
4 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
5 four (4) hours or a major fraction thereof.

6 48. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
7 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
8 they worked more than four (4) hours or a major fraction thereof.

9 49. Defendants further failed to pay Plaintiff and similarly situated employees the
10 applicable rest period premiums for any such missed rest periods.

11 50. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
12 employees have been damaged as stated in the section below entitled "DAMAGES," which is
13 incorporated here to the extent pertinent as if set forth here in full.

14 **FIFTH CAUSE OF ACTION**
15 **WAGE STATEMENT VIOLATIONS**
16 **(As to all Defendants)**

17 51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully
18 set forth herein.

19 52. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
20 statement to an employee, semimonthly or at the time of each payment of wages, showing:

21 *(1) gross wages earned, (2) total hours worked by the employee, except for*
22 *any employee whose compensation is solely based on a salary and who is*
23 *exempt from payment of overtime under subdivision (a) of Section 515 or*
24 *any applicable order of the Industrial Welfare Commission, (3) the*
25 *number of piece-rate units earned and any applicable piece rate if the*
26 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
27 *all deductions made on written orders of the employee may be aggregated*
28 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
 period for which the employee is paid, (7) the name of the employee and
 the last four digits of his or her social security number or an employee
 identification number other than a social security number, (8) the name
 and address of the legal entity that is the employer and, if the employer is
 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
 name and address of the legal entity that secured the services of the
 employer, and (9) all applicable hourly rates in effect during the pay
 period and the corresponding number of hours worked at each hourly rate
 by the employee. The deductions made from payment of wages shall be

1 *recorded in ink or other indelible form, properly dated, showing the*
2 *month, day, and year, and a copy of the statement and the record of the*
3 *deductions shall be kept on file by the employer for at least three years at*
4 *the place of employment or at a central location within the State of*
5 *California.*

6 53. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
7 itemized statement or failed to provide an accurate and complete itemized statement showing the
8 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
9 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
10 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
11 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
12 worked due to Defendants' lack of staffing, timekeeping practices, meal and rest period policies, that
13 resulted in off-the-clock work and work during meal and rest periods. Plaintiff and similarly situated
14 employees were not able to promptly and easily determine their total hours worked from their
15 paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over
16 whether they received all wages owed and were prevented from effectively challenging information
17 on their wage statements.

18 54. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
19 employees have been damaged as stated in the section below entitled "DAMAGES," which is
20 incorporated here to the extent pertinent as if set forth here in full.

21 **SIXTH CAUSE OF ACTION**
22 **WAITING TIME PENALTIES**
23 **(As to all Defendants)**

24 55. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 54 as though fully
25 set forth herein.

26 56. An employer must pay an employee who is terminated all unpaid wages immediately
27 upon termination. *See* Cal. Lab. Code § 201.

28 57. An employer must pay an employee who resigns all unpaid wages within seventy-two
(72) hours of their resignation. *See* Cal. Lab. Code § 202.

59. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

61. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully set forth herein.

63. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
2 unlawful.”

3 64. Defendants required Plaintiff and similarly situated employees to use their personal cell
4 phones to communicate with supervisors and managers for work purposes. Plaintiff and similarly
5 situated employees communicated with managers and supervisors regarding supplies and work-related
6 questions. Defendants failed to reimburse them for such use.

7 65. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
8 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
9 the extent pertinent as if set forth here in full.

10 **EIGHTH CAUSE OF ACTION**
11 **UNFAIR COMPETITION**
(As to G & H PIZZA, INC. and DOES 1 to 100)

12 66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully
13 set forth herein.

14 67. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
15 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
16 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
17 California Business and Professions (“B&P”) Code § 17200.

18 68. Plaintiff and similarly situated employees were not paid all wages owed, including
19 minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for
20 business expenses, during their employment or any time thereafter. Moreover, through Defendants’
21 conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and
22 rest periods.

23 69. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
24 California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to
25 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

26 70. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the
27 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
28 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

sections 17203, 17208, violations of California Labor Code sections 226.7, 245 et seq, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

71. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 70 as though fully set forth herein.

72. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

74. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

DAMAGES

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;

- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
7. As to the Seventh Cause of Action:
 - a. An amount to be proven at trial;
 - b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
8. As to the Ninth Cause of Action:
 - a. For civil penalties as provided in the Labor Code for each enumerated violation;
 - b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
 - c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
 - d. For any other remedies as allowed by law and/or deemed appropriate by the Court;
9. For such other and further relief as this Court may deem just and proper, including, but not limited to:
 - a. Wages as proved at trial;
 - b. Injunctive and Declaratory relief;

- c. Attorney’s fees and costs as provided for by law; and
- d. Interest.

Dated: April 3, 2024

Shimoda & Rodriguez Law, PC

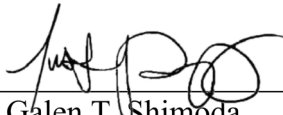
By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

EXHIBIT C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

January 26, 2024

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Aguirre Villegas v. G & H Pizza, Inc., et al.*

Dear Labor Commissioner,

As counsel for Demecio Aguirre Villegas (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

G & H Pizza, Inc.
1601 Bessemer St, Suite A
Turlock, CA 95380

Jill Marie Gauthier
1601 Bessemer St, Suite A
Turlock, CA 95380

John James Gauthier
1601 Bessemer St, Suite A
Turlock, CA 95380

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against G & H Pizza, Inc., Jill Marie Gauthier, and John James Gauthier (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to, the following: all non-exempt employees who worked or continue to work for Defendants in California at any time between one (1) year prior to the filing of this notice to the present. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Plaintiff was initially employed with Defendants from May 2018 to April 2022 as a non-exempt employee. Defendants rehired Plaintiff in January 2023. Plaintiff is currently employed with Defendants as a non-exempt employee and his rate of pay is \$15.50 per hour. Plaintiff works as a cashier for Defendants. Defendants operate a pizza restaurant or restaurants under the Little Caesars' Pizza Franchise. Plaintiff and Aggrieved Employees make pizzas and sell pizzas as part of their job responsibilities and duties. They also wash dishes and perform other tasks such as customer service and cleaning. Plaintiff and Aggrieved Employees usually worked four (4) to eight (8) hours per day and twenty-five (25) to thirty (30) hours per week. At times, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and over forty (40) hours per week. Plaintiff and Aggrieved Employees worked in a fast-paced environment where they had to make pizzas, take customer orders, and provide customer service in a timely and efficient manner. Plaintiff and Aggrieved Employees were also busy because of lack of staffing. Typically, Plaintiff worked alongside only one other employee during his shift. As a result, Plaintiff and Aggrieved Employees did not have coverage for meal and rest periods because there would be only one person running the restaurant.

Plaintiff and Aggrieved Employees had to clock in and out using a computer located inside the restaurant. The time required for the computer program to clock in and out varied because of poor internet and Plaintiff and Aggrieved Employees would have to either restart the computer, wait for the program to eventually load, or both. As a result, it would take one (1) to two (2) minutes for Plaintiff and Aggrieved Employees to clock in. Defendants did not compensate Plaintiff and Aggrieved Employees for the time that they spent clocking in prior to their shift. Additionally, Defendants required Plaintiff and Aggrieved Employees to wash all the dishes prior to the closing of the restaurant which was at midnight. However, Plaintiff and Aggrieved Employees were not always able to wash all the dishes prior to midnight. As a result, Plaintiff and Aggrieved Employees would clock out at midnight and then wash dishes off-the-clock for approximately twenty (20) minutes. Defendants did not pay Plaintiff and Aggrieved Employees for the time that they worked off-the-clock after the end of their shift. This occurred at least once per week. Some of the off-the-clock work was overtime work. Defendants did not pay Plaintiff and Aggrieved Employees for such work. Plaintiff and Aggrieved Employees were not paid for off-the-clock work, resulting in unpaid minimum and overtime wages.

Moreover, Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to take compliant meal and rest periods. Typically, Defendants scheduled Plaintiff and Aggrieved Employees to work four (4) or five (5) hours per shift. However, Defendants often required Plaintiff and Aggrieved Employees to work longer than their scheduled shift. As a result, Plaintiff and Aggrieved Employees would work over five (5) hours per day but not receive any meal periods because they were never scheduled to receive any for their shift. Plaintiff and Aggrieved Employees were not able to take their meal periods due to the volume of work. Also, Defendants' meal practices and policy did not authorize and permit employees to



receive a meal period if they worked less than six (6) hours. Defendants' meal period policy states that "a meal period must be taken before an employee has worked five (5) hours if the employee is scheduled more than six (6) hours on duty." Defendants' meal period policy is defective and resulted in Plaintiff and Aggrieved Employees not taking their meal periods. Even when Plaintiff and Aggrieved Employees took meal periods, such meal periods were taken after the fifth hour of work and were late meal periods.

Furthermore, Defendants also failed to authorize and permit Plaintiff and Aggrieved Employees to take compliant rest periods. Plaintiff and Aggrieved Employees were not able to take their rest periods due to the volume of work. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to take ten (10) minute rest period every four (4) hours or *major fraction of thereof*. Defendants' rest period policy omits any "major fraction thereof" authorizing language. Thus, Defendants' rest period policy is defective. Defendants did not pay Plaintiff and Aggrieved Employees meal period or rest period premiums for noncompliant meal and rest periods.

Furthermore, Defendants also did not have a policy to reimburse Plaintiff and Aggrieved Employees for the use of their personal cell phones for work purposes. Defendants required Plaintiff and Aggrieved Employees to communicate with managers or supervisors regarding supplies and work-related questions. Defendants did not reimburse Plaintiff and Aggrieved Employees for using their personal cell phones for work purposes.

Finally, Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick pay. Because Defendants required Plaintiff and Aggrieved Employees to work off-the-clock, Plaintiff and Aggrieved Employees did not accrue the appropriate amount of sick leave based on actual hours worked. This resulted in the failure to pay Plaintiff and Aggrieved Employees all sick leave wages they would have otherwise been due and prevented Plaintiff and Aggrieved Employees from taking all their earned sick days.

As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum wages, overtime wages, meal and rest period premiums, and sick leave wages, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net wages earned.

As of this date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages. Defendants did not pay all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages to Plaintiff when Plaintiff stopped working for Defendants in April of 2022.



Plaintiff is informed and believes that Jill Marie Gauthier, and John James Gauthier were the Secretary, and Chief Executive Officer/Chief Financial Officer of G & H Pizza, Inc., during Plaintiff's employment. Ms. Gauthier and Mr. Gauthier were responsible for creating, implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. See, e.g., IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period.



For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, and sick leave wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.



Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements to Plaintiff and Aggrieved Employees for the use of personal cell phones for work purposes. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Jill Marie Gauthier and John James Gauthier were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.



Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and Aggrieved Employees' off-the-clock hours worked in calculating the sick pay accrual for them. As a result of such policies, Defendants prevented Plaintiff and Aggrieved Employees from accruing all sick leave hours they were entitled to and, therefore, prevented them from taking all their earned sick days. For the reasons stated above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count 11 – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

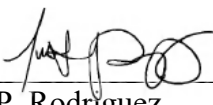
Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by not paying Plaintiff and Aggrieved Employees for all wages owed within the maximum time allowed under the statute. This was in violation of the law.



If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR:rk
cc: Client via e-mail

1 Aguirre Villegas v. G & H Pizza, Inc., et al.

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Elias Tapia declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On January 26, 2024, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER

9

10 G & H Pizza, Inc. 1601 Bessemer St, Suite A Turlock, CA 95380	Jill Marie Gauthier 1601 Bessemer St, Suite A Turlock, CA 95380
12 John James Gauthier 1601 Bessemer St, Suite A Turlock, CA 95380	

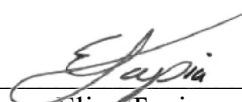
14

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on January 26, 2024, at Elk Grove,
California.

25 
26 _____
Elias Tapia

27

28

EXHIBIT D

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I, Michael Sutherland, declare as follows:

1. I am the President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information, to ensure they do not pose a threat to the security of client or class
5 member information. To guarantee the security of the settlement administration process, Apex
6 Class Action maintains \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber
7 Liability Insurance coverage, as required by legal standards and best practices in the legal
8 profession.

9 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
10 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
11 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
12 conducting preliminary and final calculations to determine the individual settlement amounts,
13 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
14 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
15 settlement funds and tax forms via First-Class USPS mail.

16 7. The administration fees for Apex Class Action's management of this settlement will
17 not exceed \$14,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan
18 detailing the specific administration services that will be provided.

19
20 I declare under penalty of perjury under the laws of the state of California that the
21 foregoing is true and correct. Executed this 11th day of March 2026, in Irvine, California.

22
23 

24 _____
Michael Sutherland

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

mike@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5067
1.800.355.0700

EXHIBIT B

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:

Renald Konini
Shimoda Law
rkonini@shimodalaw.com

Case Name:

Demecio Aguirre Villegas v. G & H Pizza, Inc., et al.

Date:

Wednesday, January 21, 2026

RFP Number:

20150005

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	1,646
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	4	\$500.00
Data Analyst	Per Hour	\$150.00	4	\$600.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,100.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.00	1,646	\$1,646.00
USPS First Class Postage	Per Piece	\$0.71	1,646	\$1,168.66
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	165	\$329.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	3	\$225.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	5	\$375.00
NCOA Address Update (USPS)	Static Rate	\$150.00	1	\$150.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$5,093.86

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	3	\$270.00
Data Analyst and Reporting	Per Hour	\$140.00	3	\$420.00
Sub Total:				\$1,140.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$604.58	1	\$604.58
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Static Apex Website	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$1,104.58

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	1,646	\$1,646.00
USPS First Class Postage	Per Piece	\$0.71	1,646	\$1,168.66
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	165	\$246.90
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,200.00	1	\$1,200.00
			Sub Total:	\$5,841.56

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$710.00

TOTAL CAPPED ADMINISTRATION COST:				\$14,990.00
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Thank you for your business!

EXHIBIT E

Date	Description	Amount
1/26/2024	Payment to LWDA - PAGA Filing Fee	\$75.00
1/27/2024	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
2/5/2024	One Legal Service Fee - Complex Fee \$1000, Complaint Fee \$435 Filing Fee \$57.56 22104211	\$1,539.22
4/9/2024	One Legal Service Fee - Amended Complaint 22593830	\$17.55
4/10/2024	Affordable Legal Service Fee - First Amended Complaint 20472901	\$122.55
4/25/2024	One Legal Service Fee -Summons 22722817	\$17.55
6/6/2024	One Legal Service Fee - other doc not listed 23022848	\$13.85
6/24/2024	One Legal Service Fee - Proof of Service of Summons 23097469	\$17.55
7/29/2024	Court Call Appearance - Case management Conference ID 11847434	\$72.00
7/31/2024	One Legal Service Fee - Case Management Conference Statement 23416801	\$17.55
8/13/2024	Court Call Appearance - Case Management Conference ID 11847434	\$72.00
1/3/2025	Mediation - Judicate West	\$4,200.00
1/25/2025	One Legal Service Fee - Case Management Conference Statement 24557031	\$21.11
2/11/2025	Court Call Appearance - Case Management Conference ID 11895000	\$72.00
8/12/2025	One Legal Service Fee - Notice of Remote Appearance 26040412	\$21.88
8/19/2025	One Legal Service Fee - Case Management Conference Statement 26026314	\$21.88
ANTICIPATED	One Legal Service Fee - Case Management Conference Statement	\$21.88
ANTICIPATED	One Legal Service Fee - Motion for Preliminary Approval	\$125.00
ANTICIPATED	One Legal Service Fee - Motion for Final Approval	\$125.00
ANTICIPATED	One Legal Service Fee - Notice of Entry of Judgement or Order	\$25.00
ANTICIPATED	One Legal Service Fee - Compliance Declarations	\$25.00

TOTAL: \$7,123.57

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF MERCED

DEMECIO AGUIRRE VILLEGAS, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

G & H PIZZA, INC., a California Corporation; JILL
MARIE GAUTHIER, an individual; JOHN JAMES
GAUTHIER, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV-00447

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: All non-exempt employees who did not sign an arbitration agreement and who worked or continue to work for Defendants in California at any time between January 26, 2020, to [REDACTED] (“Class Members”); and All non-exempt employees who worked or continue to work for Defendants in California at any time between January 26, 2023, to [REDACTED] (“Aggrieved Employees”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Merced County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Demecio Aguirre Villegas (“Plaintiff” or “Class Representative”), and Defendants G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*), and John James Gauthier (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member” and/or “Aggrieved Employee.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period and [REDACTED] pay periods during the applicable PAGA Claim Period, which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On January 26, 2024, Plaintiff filed a Complaint against Defendants in the Merced County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Merced County Superior Court, Case No. 24CV-00447. The Class Period is January 26, 2020, to [REDACTED] (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, 9) failing to provide paid sick leave, and 10) untimely payment of wages. Defendants have denied all of Plaintiff’s allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation

and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked or continue to work for Defendants in California at any time between January 26, 2023, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$20,000, an Enhancement Payment to the Class Representative not to exceed \$10,000, and \$100,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will be issued and 1/3 for disputed wages for which IRS Forms W-2 will be issued. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will be issued.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as any time between January 26, 2023, to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or

Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released . . . [1.29]

Aggrieved Employees will be deemed to have released . . . [1.30]

The individuals released ("Released Parties") include [1.31].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Aguirre Villegas v. G & H Pizza, Inc., et al.*, Case No. 24CV-00447); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Aguirre Villegas v. G & H Pizza, Inc., et al.*, Case No. 24CV-00447); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://jpportal.mercedcourt.org/MERCEDPUBLIC/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 8, 2260 N Street, Merced, California, on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://jpportal.mercedcourt.org/MERCEDPUBLIC/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Ryan E. Abernethy
John Slavik
Weintraub Tobin Chediak Coleman Grodin
Law Corporation
400 Capitol Mall, 11th Floor
Sacramento, California 95814
Telephone: 916.558.6000
Facsimile: 916.446.1611
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT G

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 rkonini@shimodalaw.com

7 Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF MERCED**

11 DEMECIO AGUIRRE VILLEGAS,
12 individually and on behalf of all other
13 similarly situated employees,

14 Plaintiff,

15 vs.

16 G & H PIZZA, INC., a California Corporation;
17 JILL MARIE GAUTHIER, an individual;
18 JOHN JAMES GAUTHIER, an individual;
and DOES 1 to 100, inclusive,

19 Defendants.
20
21
22
23
24

Case No. 24CV-00447

*Assigned for All Purposes to Hon. Brian McCabe
Department 8*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 15, 2026

Time: 8:15 a.m.

Dept.: 8

Judge: Hon. Brian McCabe

Filed: January 26, 2024

FAC Filed: April 3, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on April 15, 2026, at 8:15 a.m., in Department 8 before
4 the Honorable Brian McCabe, presiding. Plaintiff Demecio Aguirre Villegas (“Plaintiff”) filed this
5 putative class action on January 26, 2024. The operative Complaint alleges that Defendants G & H
6 Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*), and John James Gauthier
7 (“Defendants”) violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum
8 wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest
9 periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to
10 pay all final wages, 7) failing to reimburse expenses, and 8) engaging in unfair competition. Plaintiff
11 has also alleged Defendants are liable for civil penalties under the Private Attorney’s General Act
12 (“PAGA”) based on these violations. Plaintiff sought attorneys’ fees and costs as part of this Action.
13 Defendants denied all of Plaintiff’s claims and denied that this case was appropriate for class
14 treatment. No class has been certified.

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

23 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
24 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

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

27 All non-exempt employees who did not sign an arbitration agreement and
28 who worked or continue to work for Defendants in California at any time
between January 26, 2020, up to March 16, 2026.

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 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
9 contentions that Defendants caused the violations outlined above by 1) failing to compensate Plaintiff
10 and similarly situated employees for the time spent working off-the-clock, 2) failing to authorize and
11 permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods, 3) failing
12 to reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work
13 purposes, and 4) failing to provide Plaintiff and similarly situated employees with all their earned sick
14 pay. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also
15 derive from these violations. Additionally, Class Members seek the same remedies under state law.
16 The typicality requirement for settlement purposes is also satisfied since the claims of the Class
17 Representative are based on the same facts and legal theories as those applicable to the Class Members.

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

22 The Court finds that Plaintiff Demecio Aguirre Villegas and Plaintiff's counsel, Galen T.
23 Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
24 representatives of the settlement class. The Court appoints them as Class Representative and Class
25 Counsel, respectively.

26 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

27 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
28 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and

adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$750,000 Gross Settlement Amount.

The Court orders that Plaintiff Demecio Aguirre Villegas will receive \$10,000 as an Enhancement Payment in addition to any amount Plaintiff may be entitled to under the Agreement's pro rata distribution formula for Plaintiff's time and effort on behalf of Class Members.

The Court approves of Apex Class Action, LLC acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not to exceed \$20,000. Any difference between the actual cost of the Settlement Administrator and the approved payment will be redistributed to Participating Class Members on a pro-rata basis.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The Court finds the attorneys' fees request of thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, \$262,500, to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other Courts in similar cases and is reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on

1 behalf of Class Members, and the contingent nature of the recovery over the course of this case, which
2 included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the
3 Court orders that up to \$10,000 of the settlement proceeds will be paid to Class Counsel for reasonable
4 costs incurred in this case. Any difference between the actual costs incurred and the \$10,000 shall be
5 paid to the Participating Class Members on a pro-rata basis.

6 The Court approves of the One Hundred Thousand (\$100,000) PAGA Payment, which shall be
7 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
8 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
9 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved
10 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
11 provides a recovery that creates an effective, substantial deterrent to any potential future non-
12 compliance, furthering the purpose of the Labor Code and LWDA.

13 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
14 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
15 deadline to do so shall be donated to Capital Pro Bono, Inc. *See In re Microsoft I-V Cases*, 135
16 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for
17 any reason.

18 The releases and waivers for Class Members who do not opt out of being bound by the
19 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
20 also approved by the Court as set forth in the Agreement.

21 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 22 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

23 The Court finds that the proposed Notice of Settlement, which was submitted with Plaintiff’s
24 Motion as Exhibit F, fairly and adequately advises Class Members of the terms of the Agreement, the
25 rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during
26 the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement,
27 how to file documentation in opposition to the proposed settlement, and when to appear at the fairness
28 hearing to be conducted on the date set forth below. 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" comports with all constitutional requirements, including those of due process.

The Court also finds that because there is a strong interest in providing Class Members the opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of privacy rights, the sharing of employment information as set forth in the Agreement is not a serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member information to the Settlement Administrator as set forth in the Agreement and any other information the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

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 Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later

Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
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 Defendants have funded the settlement
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
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
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of August 13, 2026, at 8:15 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as

1 set forth in the Agreement as well as appear and present such objections at the fairness hearing in person
2 or by counsel.

3 If for any reason the Court does not grant final approval of the Agreement, all evidence and
4 proceedings held in connection therewith shall be without prejudice to the status quo and rights of the
5 parties to the litigation, including all challenges to personal jurisdiction and to class certification for any
6 purpose other than approving a settlement class. The parties will revert to their respective positions as if
7 no settlement had been reached at all.

8 **IT IS SO ORDERED.**

9
10 Date: _____

By: _____
Judge of the Superior Court