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DONNA JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DONNA JONES, on behalf of herself, the State of California, and other aggrieved employees,

Plaintiff,

vs.

CAVU EXPERIENCES (AMER) LLC; and DOES 1-100, Inclusive,

Defendants.

Case No. 24CV000624

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

[Filed Concurrently with:
1. *Notice of Motion and Motion*
2. *Declaration of Baruch Kreiman*
3. *Declaration of Donna Jones*
4. *Declaration of Compliance with Local Rule 2.99.05*
5. *[Proposed] Order]*

Date:	September 11, 2026
Time:	9:00 AM
Res ID:	A-00624-001
Dept:	23
Assigned to:	Hon. Jill H. Talley
Complaint Filed:	January 16, 2024
Trial Date:	None Set

I. INTRODUCTION

Plaintiff Donna Jones respectfully requests that this Court approve the proposed Private Attorneys General Act settlement reached with Defendant CAVU Experiences (AMER) LLC. The result of extensive data exchange and arm's-length negotiations overseen by an experienced mediator, this entirely non-reversionary $250,000.00 settlement secures an immediate and guaranteed recovery for the State of California and approximately 287 aggrieved employees. The agreement resolves complex representative claims regarding meal and rest period violations, inaccurate wage statements, and unpaid final wages, which were heavily contested by Defendant through various affirmative defenses, including reliance on signed meal period waivers. Given the substantial risks of continued litigation, this settlement represents a fair, reasonable, and adequate resolution that squarely advances the remedial and deterrent purposes of the Labor Code while appropriately compensating class counsel and the representative plaintiff for their efforts.

II. PAGA SETTLEMENT ANALYSIS

A. General Summary and Settlement Agreement (Checklist Items 1 & 2)

Under the Private Attorneys General Act, the superior court shall review and approve any settlement of any civil action filed pursuant to this part. Cal. Lab. Code § 2699(s)(2). To that end, Plaintiff seeks the Court's approval of the parties' fully executed Settlement Agreement to resolve this representative action.

Plaintiff Donna Jones was employed by Defendant CAVU Experiences (AMER) LLC as a non-exempt, hourly lounge agent from August 30, 2022, to April 25, 2023. On January 5, 2024, Plaintiff submitted her PAGA notice to the Labor and Workforce Development Agency. Letter from Abramson Labor Grp. to Lab. & Workforce Dev. Agency (Jan. 5, 2024) (Kreiman Decl., Ex. B). On January 16, 2024, Plaintiff filed her Representative Action Complaint in Sacramento County Superior Court (Case No. 24CV000624) seeking civil penalties for violations of the California Labor Code. Representative Action Compl., Jones v. CAVU Experiences (AMER) LLC, No. 24CV000624 (Sacramento Super. Ct. Jan. 16, 2024). Defendant filed its Answer on April 15, 2024. Answer to Representative Action Compl., Jones, No. 24CV000624 (Sacramento Super. Ct. Apr. 15, 2024).

After engaging in formal discovery and an informal exchange of timekeeping and payroll data, the parties participated in a full-day private mediation with mediator Monique Ngo-Bonnici on November 13, 2025. Decl. of Baruch Kreiman in Supp. of Mot. for Approval of PAGA

Settlement, Ex. A, at 2, Jones v. CAVU Experiences (AMER) LLC, No. 24CV000624 (Sacramento Super. Ct. Mar. 17, 2026). The mediation resulted in a settlement, and the parties fully executed a Long Form Settlement Agreement by February 2, 2026. Id., at 13.

B. Settlement Terms, Allocation, and Affirmative Duties (Checklist Items 3, 4, 5, 6, & 7)

1. Financial Terms (Checklist Item 3 & 4).

The Gross Settlement Amount is $250,000.00 and is entirely non-reversionary. Kreiman Decl., Ex. A. The deductions from this gross amount include $87,500.00 for attorneys' fees (35% of the gross amount), up to $16,000.00 for litigation costs, though Plaintiff is only requesting $15,000.00, a $10,000.00 Individual Payment to Plaintiff, and $3,500.00 for settlement administration costs to Phoenix Class Action Administration Solutions. Kreiman Decl., ¶ 16. The resulting Net Settlement Amount is $134,000.00. Id. Because Plaintiff filed the requisite notice with the Labor and Workforce Development Agency prior to June 19, 2024, the recent statutory amendments do not apply to this action pursuant to Cal. Lab. Code § 2699(v)(2); accordingly, as required by the applicable former version of Cal. Lab. Code § 2699(i), these civil penalties will be distributed 75% to the LWDA ($100,500.00) and 25% to the Aggrieved Employees ($33,500.00). Kreiman Decl., Ex. A.

2. Affirmative Duties (Checklist Item 5).

The settlement places no affirmative duties on the Aggrieved Employees; they are not required to submit a claim form to receive their pro rata share of the settlement. Kreiman Decl., ¶ 11.

3. Class Definition and PAGA Period (Checklist Item 6).

The PAGA Period extends from January 5, 2023, through January 13, 2026. Kreiman Decl., Ex. A. The settlement covers approximately 287 Aggrieved Employees who collectively worked approximately 4,920 Covered Pay Periods. Id.

4. Summary of Claims, Discovery, and Negotiations (Checklist Item 7).

The settlement resolves PAGA claims predicated on underlying Labor Code violations for failure to provide compliant meal periods and rest breaks, failure to furnish accurate wage statements, and failure to pay all wages upon separation. Id. Prior to settlement, the parties engaged in formal discovery and an extensive informal exchange of data, including the production of employee handbooks, time and payroll records, and executed meal period waivers. Kreiman Decl., ¶¶ 5-6. Plaintiff's counsel analyzed the timekeeping and payroll data to calculate the maximum theoretical exposure. Id. ¶ 7. The settlement was ultimately reached following a contested, full-day private mediation presided over by mediator Monique Ngo-Bonnici, Esq. on November 13, 2025. Kreiman Decl., Ex. A.

C. Scope Of the Release (Checklist Item 8)

A release in a PAGA settlement is lawful and appropriate when it is tethered strictly to the factual allegations in the operative complaint and the pre-suit notice. Under California law, "[r]eleases must be appropriately tethered to the complaint's factual allegations," and "a court cannot release claims that are outside the scope of the allegations of the complaint." Amaro v. Anaheim Arena Mgmt., LLC, 69 Cal. App. 5th 521, 537–38 (2021).

Here, the proposed release satisfies this standard because it is narrowly tailored to the violations alleged in the action. Plaintiff, on behalf of herself, the State of California, the LWDA, and all Aggrieved Employees, releases Defendant from any and all claims for civil penalties under PAGA that were or could have been asserted based on the factual allegations in the January 5, 2024 LWDA Notice and the operative Complaint. Kreiman Decl., Ex. A. The PAGA release is specifically limited to civil penalties for Defendant's alleged failure to provide legally compliant meal periods and rest breaks, failure to furnish timely and accurate wage statements, and failure to pay all wages owed upon separation. Id. Furthermore, the release binds the LWDA and Aggrieved Employees solely with respect to PAGA civil penalties and does not release the Aggrieved Employees' underlying individual claims for wages, damages, or statutory penalties. Id.

In exchange for her Individual Payment, named Plaintiff Donna Jones is separately executing a broader general release of her individual claims against Defendant. Id. The release of claims will become effective on the Effective Date, which is defined as the date of service of the Notice of Entry of the Court's Final Order dismissing the action. Id.

D. Evaluation Of the Case (Checklist Item 9)

As a threshold matter, the recent statutory amendments to the Private Attorneys General Act do not apply to this action. Cal. Lab. Code § 2699(v)(2). The 2024 amendments explicitly exclude civil actions where the pre-suit notice was filed prior to June 19, 2024. Id. Because Plaintiff filed her notice with the Labor and Workforce Development Agency on January 5, 2024, the pre-reform provisions govern this action in its entirety. Kreiman Decl., Ex. B. Accordingly, Plaintiff is legally permitted to calculate the maximum theoretical exposure by stacking underlying and derivative penalties, and the settlement distribution retains the pre-reform allocation of seventy-five percent to the State and twenty-five percent to the aggrieved employees.

In evaluating a PAGA settlement, a trial court must review the agreement to "ensur[e] that any negotiated resolution is fair to those affected." Williams v. Superior Court, 3 Cal. 5th 531, 549 (2017). Here, Plaintiff estimated the maximum theoretical exposure for the PAGA period to be $1,476,000.00. Kreiman Decl., ¶ 12. This calculation is based on Defendant's estimate of 287 aggrieved employees and 4,920 total possible affected pay periods through January 2026. Id. ¶ 11. This breakdown consists of $492,000.00 for the underlying failure to provide meal breaks, $492,000.00 for the derivative failure to keep and maintain accurate records, and $492,000.00 for the derivative failure to pay all wages owed upon separation. Id. ¶ 12.

The $250,000 Gross Settlement Amount is reasonable given the substantial litigation risks Plaintiff faced. First, Defendant produced evidence that employees signed meal period waivers, arguing these validly excused meal periods for shifts between five and six hours, which would drastically reduce potential penalties. Id. ¶ 12(a). Second, Defendant argued the nature of the work in airport lounges required flexibility, potentially justifying late breaks or on-duty meal periods. Id. ¶ 12(b). Finally, there was a significant risk that even if Plaintiff prevailed, the Court would exercise its broad statutory discretion to "award a lesser amount than the maximum civil penalty amount specified by this part . . . if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

In light of these risks, the $250,000 non-reversionary settlement provides a guaranteed recovery for the State and the aggrieved employees now, rather than risking a defense verdict or a drastically reduced judgment after years of litigation and appeals.

E. Notice To the LWDA (Checklist Item 10)

Before initiating a civil action under PAGA, an aggrieved employee must exhaust administrative remedies by giving written notice of the specific Labor Code provisions alleged to have been violated, including the supporting facts and theories, to both the employer and the Labor and Workforce Development Agency. Cal. Lab. Code § 2699.3(a)(1)(A); see also Williams v. Superior Court, 3 Cal. 5th 531, 545 (2017) (explaining that the administrative exhaustion requirement affords the LWDA an opportunity to decide whether to allocate scarce resources to an investigation). On January 5, 2024, Plaintiff submitted written notice of the alleged Labor Code violations to the Labor and Workforce Development Agency and Defendant. Letter from Abramson Labor Grp. Kreiman Decl., Ex. B.

Additionally, California law dictates that a proposed PAGA settlement must be submitted to the LWDA at the same time it is submitted to the court for approval. Cal. Lab. Code § 2699(s)(2). Concurrently with the filing of this Motion, Plaintiff submitted a copy of the proposed Settlement Agreement to the LWDA. Kreiman Decl., Ex. D. Therefore, Plaintiff has fully satisfied all statutory LWDA notice requirements.

F. Estimated Average Recovery (Checklist Item 12)

The Net Settlement Amount available for distribution as PAGA civil penalties is $134,000.00. Pursuant to the pre-reform provisions of Labor Code section 2699(i), 25% of this amount, or $33,500.00, will be distributed to the Aggrieved Employees. Based on Defendant's representations in the Settlement Agreement, there are approximately 287 Aggrieved Employees. These PAGA Settlement Group Members worked approximately 4,920 total Covered Pay Periods during the PAGA Period. Accordingly, the estimated average settlement share is approximately $116.72 per aggrieved employee. When evaluated on a per-pay-period basis, the estimated recovery is approximately $6.81 for each affected pay period ($33,500.00 ÷ 4,920).

G. Uncashed Checks and Settlement Administration (Checklist Items 13 & 14)

The California Unclaimed Property Law governs the escheatment of abandoned intangible property, allowing uncashed settlement funds to be transmitted to the State Controller to be held in the name of the intended recipient. Cal. Civ. Proc. Code § 1500 et seq. Utilizing this statutory mechanism prevents an improper reversion of civil penalties to the employer, which ensures the settlement effectuates the deterrent purpose of the Private Attorneys General Act.

Here, the $250,000 Gross Settlement Amount is entirely non-reversionary, meaning Defendant retains no further rights to the funds once paid. Decl. of Kreiman Ex. A. If any Aggrieved Employee fails to cash their Individual PAGA Payment check within 180 days, the Settlement Administrator will redirect those uncashed funds to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member. Id. The PAGA release remains fully effective and binding on the Aggrieved Employees regardless of whether they cash their Individual PAGA Payment checks, provided the Gross Settlement Amount is funded and administered according to the Agreement. Id.

H. Attorneys' Fees and Costs (Checklist Items 15, 17, 18)

Under California law, when a settlement creates a common fund for the benefit of a class or aggrieved employees, the trial court has discretion to award attorneys' fees based on a percentage of that fund. Laffitte v. Robert Half Int'l Inc., 1 Cal. 5th 480, 503 (2016). Here, Plaintiff requests an award of $87,500.00 in attorneys' fees, which represents thirty-five percent (35%) of the $250,000 Gross Settlement Amount. Kreiman Decl., Ex. A. Plaintiff's counsel prosecuted this case on a purely contingent basis, advancing all costs and dedicating significant time with no guarantee of compensation. Id. ¶ 14.

To verify the reasonableness of a percentage-based fee award, courts routinely perform a lodestar cross-check. Laffitte, 1 Cal. 5th at 504. Counsel spent a total of 160 hours litigating the matter at a blended hourly rate of approximately $519.25, resulting in a total lodestar of $83,080.00. Kreiman Decl., supra, ¶ 15. The requested fee of $87,500.00 results in a modest multiplier of 1.05, which is well within the accepted range for contingency fee litigation and confirms the reasonableness of the fee. Id.; see Ketchum v. Moses, 24 Cal. 4th 1122, 1132 (2001) (explaining that a multiplier is intended to compensate for the risk of loss and delayed payment in contingent litigation).

While the Settlement Agreement permits a deduction for litigation costs up to $16,000.00, Plaintiff requests reimbursement in the reduced amount of $15,000.00. Kreiman Decl., ¶ 16. Under California Code of Civil Procedure section 1033.5, prevailing parties are entitled to recover costs reasonably necessary to the conduct of the litigation. These incurred costs include filing fees, service of process fees, and mediation fees, all of which were necessary to prosecute and settle the action. Kreiman Decl., ¶ 16.

I. Incentive Award (Checklist Item 19)

California courts routinely approve incentive awards to compensate named plaintiffs for the time, effort, and risks they assume in prosecuting representative actions. See Clark v. Am. Residential Servs. LLC, 175 Cal. App. 4th 785, 804 (2009). When evaluating the propriety of an incentive award, courts consider the risk to the representative in commencing the suit, the notoriety and personal difficulties encountered, the amount of time and effort spent, and the duration of the litigation. Id.

Here, Plaintiff requests an Incentive Award of $10,000.00. Kreiman Decl., Ex. A. This amount is fair and reasonable compensation for Plaintiff's extensive involvement in this action. Plaintiff actively assisted counsel by investigating the claims, reviewing the PAGA Notice and the Complaint prior to filing, and regularly discussing the status of the litigation and strategy. Decl. of Donna Jones ¶ 6. Furthermore, Plaintiff made herself available by telephone throughout the full-day mediation on November 13, 2025, evaluated settlement offers, and ultimately authorized the acceptance of the final offer. Id. ¶ 7. In addition to her time and effort, Plaintiff assumed significant professional and reputational risks by acting as a named plaintiff, including the risk of "blacklisting" or negative views from prospective employers within the relatively small hospitality and airport service industry. Id. ¶ 8. Finally, the requested enhancement is legally and factually justified because, in consideration for receiving this Individual Payment, Plaintiff is executing a broader general release of all her individual claims against Defendant. Kreiman Decl., Ex. A; Jones Decl., ¶ 10.

J. Impact on Pending Litigation (Checklist Item 20)

Plaintiff and Class Counsel are unaware of any other pending litigation asserting the same or similar PAGA representative claims against Defendant that would be impacted or extinguished by this settlement.

K. Retention Of Jurisdiction (Checklist Item 22)

Under California Code of Civil Procedure section 664.6, a trial court may retain jurisdiction over the parties to enforce a settlement until its terms are fully performed. Furthermore, the Sacramento Superior Court Complex Litigation Department explicitly requires parties to set a settlement compliance hearing and withhold dismissal until the settlement distribution is entirely complete. Super. Ct. Sacramento Cnty., Local Rules, rule 2.99.05; Sacramento Super. Ct. Class Action/PAGA Settlement Checklist (rev. Jan. 2024).

Accordingly, the Parties request that the Court retain continuing jurisdiction over the action, the Parties, and the Aggrieved Employees pursuant to California Code of Civil Procedure section 664.6 to interpret, enforce, and effectuate the terms of the Settlement Agreement. Kreiman Decl., Ex. A. Consistent with the procedural requirements of this Department, the Proposed Order submitted concurrently with this Motion does not dismiss the action at this time. Instead, the Proposed Order includes a placeholder to set a Settlement Compliance Hearing on a Friday at 10:30 a.m. in Department 23. At least 15 court days prior to the Settlement Compliance Hearing, Plaintiff's counsel will file a declaration from the Settlement Administrator confirming that all payments have been made and checks have been distributed in accordance with the Court's Final Order.

III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion and enter the concurrently submitted Proposed Order. Specifically, Plaintiff asks the Court to approve the $250,000.00 Gross Settlement Amount, the statutory allocation of the net civil penalties to the Labor and Workforce Development Agency and the Aggrieved Employees, the requested $87,500.00 in attorneys' fees, $15,000.00 in litigation costs, a $10,000.00 incentive award for Plaintiff, and $3,500.00 for settlement administration, while retaining jurisdiction over the matter to ensure full compliance and distribution of the funds.

DATED: April 6, 2026

By: Baruch Kreiman
Baruch Kreiman, Esq.
Attorney for Plaintiff
Abramson Labor Group