

Brooke B. Nevels (SBN 302994)
Christopher E. Nichols (SBN 316417)
NEVELS NICHOLS, LLP
10650 Trenea St., Suite 212
San Diego, CA 92131
Telephone: (619) 374-1100
Email: BNevels@NevelsNichols.com
Email: CNichols@NevelsNichols.com
Please also serve: Service@NevelsNichols.com

Lenden F. Webb (SBN 236377)
Katherine E. Cervantes (SBN 333940)
WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102
Fresno, CA 93711
Telephone: (559) 431-4888
Facsimile: (559) 821-4500
Email: LWebb@WebbLawGroup.com
Email: KCervantes@WebbLawGroup.com
Please also serve: Service@WebbLawGroup.com

Attorneys for Plaintiff VERONICA BASURTO PIMENTEL,
Individually and on behalf of other similarly situated.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL UNLIMITED DIVISION

VERONICA BASURTO PIMENTEL, an
individual and on behalf of others similarly
situated,

Plaintiffs,

vs.

AGUSTIN MADRIGAL JR., an individual; and
Does 1 through 100, inclusive,

Defendants.

CASE NO. 24CECG00675

**[PROPOSED] FINAL APPROVAL OF
CLASS SETTLEMENT ORDER AND
JUDGMENT**

*Assigned for All Purposes to Dept. 502
Hon. Kristi Culver Kapetan*

Date: May 5, 2026
Time: 3:30 p.m.
Dept: 502

The motion of Plaintiff Veronica Basurto Pimentel (“Plaintiff”) for an order finally
approving the Proposed Class Action Settlement (*the* “Settlement”) with Defendant AGUSTIN
MADRIGAL JR. (“Defendant”) duly came on for hearing on May 5, 2026, before the
Honorable Judge Kristi Culver Kapetan

///

///

**[PROPOSED] FINAL APPROVAL OF CLASS SETTLEMENT
ORDER AND JUDGMENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. FINDINGS

Based on the oral and written argument, and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Settlement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Fresno, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Two Hundred and Eighty-Five Thousand Dollars (\$285,000) and the terms set forth in the Settlement Agreement between the Parties are fair, reasonable and adequate. The Gross Settlement Amount will settle all issues pending between the Parties and will be made in full and final settlement of the released Settlement Class Members. The Gross Settlement Amount includes all payments of settlement shares to the participating Settlement Class Members, penalties recoverable to the PAGA, Settlement Administrator expenses, enhancement payments to Class Representatives, and Class Counsel's attorneys' fees and costs. The Settlement Amount is non-reversionary; the entirety of the fund shall be paid out.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the settlement, the significant risks relating to certification, liability, and issues related to damages, and the assistance of an experienced mediator in the settlement process, among other things, all support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On November 18, 2025, the Court granted preliminary approval of the Settlement. At the same time, the Court approved conditional certification of the Class for Settlement purposes only. This is further reflected in the Court's November 18, 2025, order granting preliminary approval.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6

7
8
9
0
1
2
3

4
5
6
7
8
9
20
21

22

23
24

25
26
27
28

- b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.
- c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.
- d. The percentage of objectors and requests for exclusion at the time of filing is 0%. No valid objections nor requests for exclusion were received.
- e. The participation rate was high. After the close of the opt-out period, 980 Class Members will be mailed a settlement payment representing 100% of the potential Class.

10. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strength and weaknesses of the claims asserted in this action and is fair, reasonable, and adequate compensation for the release of the Class Members' claims, given the uncertainties and risks of the litigation, and delays which would ensue from continued prosecution of the action.

11. The Agreement is approved as fair, adequate, and reasonable in the best interests of the Class Members.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of \$5,000 to the named Plaintiff, subject to the Court's approval. The Court finds that Class Representative Service Payment in the amount of \$5,000 to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in bringing and prosecuting this matter on behalf of the Class, and for the execution of a general release.

Settlement Administration Expenses

13. The Settlement Administrator shall calculate and administer the payment to be made to the Class Members, transmit payment for attorney's fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Payment, issue any required tax reporting forms, calculate withholdings, and perform the other remaining

1 duties set forth in the Agreement. The Settlement Administrator has \$9,000 in expenses and
2 this amount is reasonable in light of the work performed by the Settlement Administrator.

3 **PAGA Payment**

4 14. The Agreement provides for PAGA payment out of the Gross Settlement Amount of
5 Fourteen Thousand Two Hundred and Fifty Dollars (\$14,250.00). Seventy Five percent of the
6 PAGA Settlement or ten Thousand Six-Hundred Eighty Seven Dollars and Fifty Cents
7 (\$10,687.50) is to be paid to the Labor and Workforce Development Agency ("LWDA") and
8 the remaining Twenty Five percent (25%) or Three Thousand Five-Hundred Sixty Two Dollars
9 and Fifty Cents (\$3,562.50) to be distributed to the Aggrieved Employees based on their
10 respective pay periods worked during the PAGA Period. The Court finds this PAGA Payment
11 to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and
12 will be subject to the release of the Released PAGA Claims as set forth below, whether or not
13 they opt out of the Settlement.

14 **II. ORDERS**

15 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

16 1. The Certification of the Class for the purposes of Settlement is confirmed. The Class is
17 defined as follows:

18 All persons directly employed by Defendant in California and
19 classified as a non-exempt employee who worked during the
20 Class Period.

21 2. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best
22 interest of the Class.

23 3. The payment of the Class Representative Service Payment in the amount of **\$5,000** to
24 the Plaintiff is approved.

25 4. The payment of **\$9,000** to the Settlement Administrator for their fees and expenses is
26 approved.

27 5. The PAGA Payment of Fourteen Thousand Two-Hundred and Fifty Dollars **\$14,250.00**
28 is approved and shall be allocated in accordance with the Agreement.

1 6. An award of \$95,000 for Attorneys' fees, representing one-third of the Gross
2 Settlement Amount, and \$7,402.45 for litigation costs and expenses, is reasonable, in light of
3 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
4 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
5 lodestar and billing statements.

6 7. The remaining funds, the Net Settlement Amount of \$154,347.55 shall be distributed to
7 the Class Members by dividing the Net Settlement Amount by the total number of Class Pay
8 Periods worked by all Participating Class Members during the Class Period and by multiplying
9 the result by each Participating Class Member's Class Pay Period number to created the
10 Individual Class Payment for each Class Member.

11 8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final
12 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
13 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
14 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
15 document referred to herein, nor any action taken to carry out the Agreement is, may be
16 construed as, or may be used as an admission by or against Defendant of any fault,
17 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
18 any negotiations or proceedings related thereto, shall not in any event be construed as, or
19 deemed to be evidence of, an admission or concession with regard to the denial or defenses by
20 Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other
21 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
22 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
23 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
24 the Released Class Claims.

25 9. The Court expressly retains continuing and exclusive jurisdiction over the Parties, the
26 Settlement Class, and the Settlement Administrator for all matters relating to the Action and the
27 Settlement, including, without limitation, the administration, implementation, interpretation,
28

1 construction, enforcement, and consummation of the Settlement Agreement and this Judgment,
2 and for any other necessary purposes permitted by law.

3 10. If the Agreement does not become final and effective in accordance with the terms of
4 the Agreement, then this Final Approval Order and Judgment, and all orders entered in
5 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
6 revert to their respective positions as of before entering into the Agreement, and expressly
7 reserve their respective rights regarding the prosecution and defense of this Action, including all
8 available defenses and affirmative defenses, and arguments that any claim in the Action could
9 not be certified as a class action and/or managed as a representative action.

10 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

11 1. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
12 jurisdiction to construe, interpret, and enforce the Agreement, to hear and resolve any contested
13 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
14 from or in connection with the distribution of settlement benefits.

15 2. The Parties are authorized to agree to and to adopt such amendments, modifications,
16 and expansions of the Agreement and all exhibits attached thereto which are consistent with
17 this Final Approval Order and Judgment and as approved by the Court.

18 3. As of the Effective Date and upon full funding of the Gross Settlement Amount, each
19 Class Member who has not validly opted out has released the Released Class Claims against
20 the Defendant and all of the Released Parties as set forth in the Agreement.

21 4. As used in herein, the quoted terms have the meanings set forth below:

- 22 a. "Released Class Claims," per the Agreement, means All claims relating to
23 unpaid wages (including claims for failure to pay minimum wages, straight time
24 wages, overtime and double-time compensation); all claims related to the
25 timeliness of wage payments (whether regular or final wages); all claims
26 relating to the failure to provide compliant meal, rest, and recovery periods; all
27 claims relating to the failure to pay premiums for violations of meal, rest, and
28 recovery period laws (including the failure to make premium payments at all, or

1 failure to make premium payments at the correct rate of pay); all claims relating
2 to the provision of wage statements; all claims relating to the reimbursement of
3 necessary business expenses; all claims related to the deduction of wages; and
4 all claims relating to unfair business practices resulting from any of the
5 foregoing. ii) All claims arising under California Labor Code §§201, 202, 203,
6 204, 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
7 1198, 2802;; California Business and Professions Code §§17200-17208;
8 California Civil Code §§3287 and 3289; California Code of Civil Procedure
9 §1021.5; and related claims under the applicable provisions of the Fair Labor
10 Standards Act (29 U.S.C. §§201, et seq.). iii) All remedies associated with any
11 of the claims described herein, including but not limited to compensatory,
12 consequential, incidental, liquidated, and punitive damages; penalties (whether
13 statutory or civil) restitution; interest; costs; attorneys' fees; injunctive or other
14 equitable relief.

- 15 b. "Released PAGA Claims," means, All claims for civil penalties recoverable
16 under PAGA relating to unpaid wages (including claims for failure to pay
17 minimum wages, straight time wages, overtime and double-time compensation);
18 all claims for civil penalties recoverable under PAGA related to the timeliness of
19 wage payments (whether regular or final wages); all claims for civil penalties
20 recoverable under PAGA relating to the failure to provide compliant meal, rest,
21 and recovery periods; all claims for civil penalties recoverable under PAGA
22 relating to the failure to pay premiums for violations of meal, rest, and recovery
23 period laws (including the failure to make premium payments at all, or failure to
24 make premium payments at the correct rate of pay); all claims for civil penalties
25 recoverable under PAGA relating to the provision of wage statements; all claims
26 for civil penalties recoverable under PAGA relating to the failure to maintain
27 accurate employment records; all claims for civil penalties recoverable under
28 PAGA relating to the reimbursement of necessary business expenses; and all

claims for civil penalties recoverable under PAGA relating to the deduction of wages. Without limiting the foregoing, Released PAGA Claims shall include claims for civil penalties under California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8 C.C.R. §11130, Sec. 20, 8 C.C.R. §11140, Sec. 18, and other default civil penalties for the Released PAGA Claims available under California Labor Code §2699.

- c. “Released Parties”, as per the Agreement means Defendant AGUSTIN MADRIGAL JR., together with Defendant’s present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for claims released by Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code §558.1, or on a joint- employer, alter-ego, or other vicarious liability theory.

5. As of the Effective Date and upon full funding of the Gross Settlement Amount, Defendant shall receive a release from the State of California and the Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

6. As of the Effective Date and upon full funding of the Gross Settlement Amount, Plaintiffs generally, release and discharge the Released Parties from any and all claims between them that occurred during the Class Period as set forth fully in the Agreement.

///

///

///

///

///

///

1 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
2 **ORDERED.**

3
4
5
6 Dated: _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My primary business address is 10650 Treena Street, Suite 212, San Diego, California, 92131. On Monday, April 13, 2026, I served a copy of the following documents:

- **NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF LENDEN F. WEBB IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF CHRISTOPHER E. NICHOLS IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF ARRON WEISEL CLASS ADMINISTRATOR**
- **[PROPOSED] JUDGMENT**

☒ **By Electronic Service:** Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

☐ **By Mail:** I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

Rachelle Taylor Golden, Bar No. 295385

Alexa K. Smith, Bar No. 357360

Hanna B. Kim, Bar No. 363998

FENNEMORE LLP

8080 N Palm Avenue, Third Floor

Fresno, California 93711

Tel: (559) 432-4500

Fax: (559) 432-4590

Email: rgolden@fennemorelaw.com

Email: alexa.smith@fennemorelaw.com

Email: hkim@fennemorelaw.com

Attorneys for Defendant

Lenden F. Webb

Webb Law Group, APC

10509 Vista Sorrento Parkway, Suite 450

San Diego, CA 92121

Telephone (619) 399-7700

Email: LWebb@WebbLawGroup.com

Email: Service@WebbLawGroup.com

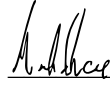
Attorneys for Plaintiffs

Labor and Workforce Development Agency ONLY VIA ONLINE FILING:

Submitted electronically via the LWDA's online PAGA filing portal at:

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1 I declare under penalty of perjury under the laws of the State of California that the above
2 is true and correct. Executed on Monday, April 13, 2026, at San Diego, California.
3

4 

5 _____
6 MIKA INCE
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28