BRIAN L. WILLIAMS, State Bar No. 227948
BWilliams@GGTrialLaw.com
PHILIP A. HORLACHER, State Bar No. 318837
PHorlacher@GGTrialLaw.com
GREENBERG GROSS LLP
601 S. Figueroa Street, 30th Floor
Los Angeles, California 90017
Telephone: (213) 334-7000
Facsimile: (213) 334-7001
Attorneys for Plaintiff John Fraize

LAURA A. WOLFE, State Bar No. 266751
Laura.Wolfe@McCormickBarstow.com
MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300
Attorney for Defendants RJ Enterprises, Inc. and Ranveer Johal

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO, CENTRAL DIVISION

JOHN FRAIZE, an individual, Plaintiff, v. RJ ENTERPRISES, INC., a California Corporation; RANVEER JOHAL, an individual, Defendants.	Case No. 24CECG03781 **NOTICE OF JOINT MOTION AND MOTION TO ENFORCE PAGA SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** [*Filed concurrently with [Proposed] Order Granting Joint Motion to Enforce PAGA Settlement Agreement; Declaration of Philip A. Horlacher*] Date: May 12, 2026 Time: 3:30 p.m. Dept.: 403 Assigned for All Purposes to: Hon. Lisa Gamoian, Dept. 403 Action Filed: August 29, 2024 Trial Date: May 26, 2026

NOTICE OF JOINT MOTION AND MOTION TO ENFORCE PAGA SETTLEMENT AGREEMENT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 12, 2026 at 3:30 p.m., or as soon thereafter as the matter may be heard, in Department 403 of the Fresno County Superior Court, located at 1130 O Street, Fresno, California, Plaintiff John Fraize and Defendants RJ Enterprises, Inc. and Ranveer Johal will and hereby do jointly move for an order enforcing the Parties' Private Attorneys General Act ("PAGA") Settlement Agreement executed following acceptance of a Mediator's Proposal from neutral Laurie Quigley Saldaña on November 17, 2025.

This Joint Motion seeks an order enforcing and approving the Parties' PAGA settlement pursuant to Labor Code section 2699, subdivision (l)(2), and entering judgment consistent with the terms of the fully executed PAGA Settlement Agreement and Release of Claims Arising Under PAGA, attached as Exhibit A to the concurrently filed Declaration of Philip A. Horlacher.

This Motion is made jointly because the Parties agree that the PAGA settlement is binding, enforceable, fair, reasonable, and adequate, and satisfies all applicable requirements under *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

This Motion is based upon this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Philip A. Horlacher and exhibits attached thereto, all other pleadings and papers on file in this Action, and upon such further evidence or argument as may be presented at the hearing.

DATED: March 23, 2026

GREENBERG GROSS LLP

By: /s/ Philip A. Horlacher
Brian L. Williams
Philip A. Horlacher
Attorneys for Plaintiff John Fraize

DATED: March 23, 2026

MCCORMICK, BARSTOW, SHEPPARD, WAYTE & CARRUTH LLP

By: /s/ Laura A. Wolfe
Laura A. Wolfe
Attorneys for Defendants RJ Enterprises, Inc., a California Corporation and Ranveer Johal

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff John Fraize ("Plaintiff") and Defendants RJ Enterprises, Inc. and Ranveer Johal ("Defendants") jointly seek approval of a settlement resolving claims (the "Settlement") asserted by Plaintiff pursuant to the Private Attorneys General Act ("PAGA").

Specifically, Plaintiff alleged Defendants did not provide all meal and rest breaks required by law. Defendants vehemently deny all allegations of wrongdoing and contend each employee was provided all legally mandated meal and rest breaks. The total number of alleged Aggrieved Employees is twenty-nine. Under PAGA, a party can seek a penalty of $100 per violation, or $200 for malicious, fraudulent, or oppressive violations.

After extensive written discovery, the Parties participated in private mediation with an experienced employment litigator and mediator, Laurie Quigley Saldaña. At mediation, the Parties agreed to resolve the claims for alleged PAGA violations for **$15,000**, of which 65% will be allocated to the California Labor & Workforce Development Agency ("LWDA") and 35% will be allocated to the Aggrieved Employees. The Aggrieved Employees will not have to make a claim in order to recover; instead, they will be mailed their share of the Settlement directly. No money will revert to the Defendants; instead, any uncashed checks will be paid to the LWDA.

The $15,000 recovery is fair and reasonable when balanced against the substantial risks of continued litigation, as well as Defendants' demonstrated inability as a small family-run business to satisfy a larger judgment.

The settlement also provides immediate, guaranteed recovery to aggrieved employees and the LWDA without the delays, costs, and uncertainties of additional months of discovery, a multi-day trial on complex wage and hour issues, and potential post-trial appeals. The Parties thus respectfully request that the Court grant this motion and approve the PAGA settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants operate Subway-branded locations in Madera, California through which they employ hourly employees to make sandwiches, clean the store, tend to the cash register, and perform related tasks. (Declaration Philip A. Horlacher ("Decl."), ¶ 6, Exhibit ("Ex.") D.) Plaintiff alleges he worked in this capacity for Defendants from January 2022 until his termination in July 2023. (See Decl., ¶ 3, Ex. B.)

The Settlement addresses claims for which Plaintiff seeks civil penalties under PAGA for Labor Code violations that Plaintiff alleges Defendants committed against Aggrieved Employees from June 24, 2023 to November 17, 2025 (the "PAGA Period").

Plaintiff alleges that Defendants did not always provide a 30-minute, uninterrupted meal period free from duty when he or his co-workers worked five or more hours in a shift. (See Decl., ¶ 3, Ex. B.) He further alleged that he and Aggrieved Employees were not always provided a paid rest break of at least 10 minutes free from duty for every four hours worked. (*Id.*) There are twenty-nine alleged Aggrieved Employees. (Decl., ¶ 5.) In connection with these alleged violations, Plaintiff sought a penalty of $100 for each missed rest, meal break, or resulting waiting time penalty for unpaid meal or rest premiums that can be proven, or $200 for any malicious, fraudulent, or oppressive violations. (See Decl., ¶ 3, Ex. B.)

On June 24, 2024, Plaintiff filed a notice with the LWDA of his intent to file an action under PAGA. (Decl., ¶ 2, Ex. A.) Plaintiff then filed this action on August 29, 2024. (Decl., ¶ 3, Ex. B.)

Defendants denied and continue to deny any wrongdoing. (Decl., ¶ 6-7, Ex. D-E.) Defendants contend each employee was provided all meal and rest breaks as required by law. (Decl., ¶ 6, Ex. D.)

The Parties exchanged extensive written discovery. Plaintiff propounded requests for production of documents seeking payroll records, timekeeping records, rosters identifying persons employed by Defendants, and employment policies pertaining to meal and rest breaks. (Decl., ¶ 5.) Defendants complied with these requests and provided 3,134 pages of documents. (*Id.*)

Following discovery, the Parties attended mediation with mediator Laurie Quigley Saldaña. (Decl., ¶¶ 11-12.) During mediation, Defendants shared additional information, including financial statements showing the business is and has been operating at a loss, meaning Defendants have limited means from which a settlement can be paid. (Decl., ¶ 13).

The mediation lasted all day and resulted in a Mediator's Proposal from Ms. Saldaña resolving the PAGA claims for $15,000, which each Party accepted. (Decl., ¶ 12.)

On January 12, 2026, the Parties executed a long form PAGA settlement agreement memorializing the terms of the Proposal. (Decl., ¶ 13, Ex. H.) Before bringing this motion, Plaintiff submitted the settlement to the LWDA and has received no objection. (Decl., ¶ 14.)

A. OVERVIEW OF THE SETTLEMENT

The complete terms of the Settlement Agreement and Release of Claims Arising Under PAGA ("Settlement Agreement" or "Settlement") are set forth as **Exhibit H** to the Declaration of Philip Horlacher, filed concurrently herewith. (Decl., ¶ 13, Ex. H, "Settlement Agreement and Release of Claims Arising Under PAGA", executed January 12, 2026 ("Ex. H")) The Settlement provides for a non-reversionary amount of **$15,000** to be paid by Defendants on behalf of the Aggrieved Employees. (Ex. H, ¶ 1.10.) The essential terms are summarized below:

1. The Aggrieved Employees

Based on information obtained from Defendants, there are no more than twenty-nine individuals who make up the Aggrieved Employees in this case. (Ex. H, ¶ 3.1.) These include all employees identified in Defendants' payroll records during the PAGA period.

2. Payment By Defendant

Defendants will pay an amount of **$15,000** into a common fund ("Gross Settlement Amount") to resolve the PAGA claims to a neutral third-party settlement administrator, called Phoenix Class Action Administration Solutions (the "Administrator"). (H, ¶ 2.) Within fourteen (14) calendar days after receiving the Gross Settlement Amount, the Administrator shall make and deduct the following payments from the Gross Settlement Amount:

1. The Administrator has quoted administrative expenses in the amount of $2,750.00 to act as the third-party settlement administrator. (Decl., ¶ 16, Ex. J.) Those expenses will be deducted from the settlement amount. What remains to distribute after administrative expenses will be the "Net Settlement Amount." To the extent the Administrative Expenses are less, the Administrator will include the remainder in the Net Settlement Amount.

2. The Administrator will send to the LWDA its 65% share of the Net Settlement Amount. (Ex. H, ¶ 3.4.2.)

3. To each of the Aggrieved Employees, the Administrator will issue individual payments consistent with a formula. (Ex. H, ¶ 2.2.4.) Each Aggrieved Employee's share of the Settlement funds allocated to settle claims for civil penalties pursuant to PAGA will be calculated on a pro rata basis (i.e., proportional) based on the number of Qualifying Wage Statements in the PAGA period divided by the total number of Qualifying Wage Statements received by all PAGA Claim Employees during the PAGA period. In mailing settlement checks to the Aggrieved Employees, the Settlement Administrator will also provide with each individual payment a Notice of Settlement explaining the nature of the underlying claims, the basis for the settlement, how the individual payment amount was calculated, and the claims being released. (Decl., ¶ 15, Ex. I.)

3. Attorneys' Fees And Costs

Each Party shall bear their own attorneys' fees and costs and neither Party is considered the prevailing party. (Ex. H, ¶ 6.11.) Plaintiff's counsel will not collect any fee from the settlement of these PAGA claims. (Ex. H, ¶ 2.2.2.) Instead, they bring this motion and will coordinate with the Administrator on a pro-bono basis. *Id*.

III. DISCUSSION

A. The Labor Code Requires Court Approval Of All PAGA Settlements.

Under Labor Code section 2699, "'[t]he superior court shall review and approve any settlement of any civil action filed pursuant to [PAGA]." (Lab. Code, § 2699, subd. (l)(2).

"'[A] representative action under PAGA is not a class action' and is instead a 'type of qui tam action,'" so "a standard requiring the trial court to determine independently whether a PAGA settlement is fair and reasonable is appropriate." (*Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56, 76.) "Class actions and PAGA representative actions have many differences, with some different rights being that certain due process protections afforded to absent class members are not part of a PAGA litigation because aggrieved employees do not own personal claims for PAGA civil penalties." (*Id.*, internal citations omitted.) For instance, PAGA does not require aggrieved employees to be heard in objection. (*Id.*)

"When trial court approval is required for certain settlements either in class or qui tam actions in this state, the statutory standard is whether the settlement is 'fair, adequate, and reasonable under all the circumstances.' Thus while PAGA does not require the trial court act as a fiduciary for aggrieved employees, adoption of a standard of review for settlements that prevents 'fraud, collusion or unfairness', and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted." (*Id.* at 76-77.) Courts look to the following factors when determining whether a PAGA settlement is fair, adequate, and reasonable: "the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount. (*Id.* at 77.)

Here, the Parties respectfully request that the Court approve the proposed settlement because it is fair, adequate, and reasonable based on the following factors: (1) strength of the plaintiff's case; (2) the risk; (3) the stage of the proceeding; (4) the complexity and likely duration of further litigation; (5) and the settlement amount.

1. The Settlement is Fair and Reasonable Considering the Strength of the PAGA Claims.

First, the settlement is fair and reasonable considering the strength of the PAGA claims, including the amount of penalties potentially recoverable.

"The PAGA is limited to the recovery of civil penalties." (*Villacres v. ABM Industries* Inc. (2010) 189 Cal.App.4th 562, 579.) Under PAGA, the civil penalty is one hundred dollars ($100) per employee per pay period if any violation occurred to that employee in the pay period, and two hundred dollars ($200) for any malicious, fraudulent, or oppressive violations. (Lab. Code § 2699.) While courts have the discretion to reduce civil penalties under certain circumstances, there is no requirement to do so.

To assess potential PAGA liability, Plaintiff needed to determine which employees worked during the PAGA period and identify instances where meal and rest break violations may have occurred. This required examining employee schedules, time records showing clock-in and clock-out times, and wage statements to identify shifts where employees worked sufficient hours to trigger meal or rest break requirements, but which were not reflected in the records.

Defendants produced time records and wage statements in discovery; specifically, Defendants produced scheduling records and clock-in/clock-out data that Plaintiff could review to assess compliance with meal and rest break requirements.

Plaintiff manually reviewed records from the pay periods dating June 26, 2023 through July 23, 2023. This four-week window provided time records and scheduling data within the PAGA period, but still overlapping with Plaintiff's employment, that Plaintiff's counsel could manually audit for potential violations.

Plaintiff determined this sample was representative of the broader PAGA period for several reasons. First, ownership of RJ Enterprises remained the same throughout the relevant period, meaning there were likely no sweeping changes to Defendants' rest or meal break policies or record keeping practices. Second, there is no reason to believe management increased meal and rest break violations over time; if anything, the filing of this lawsuit in August 2024 and Plaintiff's prior complaints would likely have caused Defendants to improve compliance, meaning violations in later periods would be less than the violations within the sample. Thus, the time period selected represents a reasonable baseline for extrapolating across the entire PAGA period.

Plaintiff's methodology involved manually reviewing the schedule sheets produced by Defendants, which identify employee names, dates worked, and clock-in/clock-out times for each shift. For each employee on each day, Plaintiff counted instances where the schedule showed an employee worked sufficient time to trigger a meal break (more than five hours) or rest break (more than 4 hours), but no break period was reflected in the clock-in/clock-out records.[1]

(a) Plaintiff's Ability To Prove His PAGA Claims For Meal Breaks Poses Substantial Risks At Trial.

Based on this methodology, Plaintiff counted twenty potential meal break violations across the two pay periods (four weeks) impacting approximately fourteen employees. (Decl., ¶ 9.) If Plaintiff can establish that each of these violations occurred, the total penalty amount for the sample period would be $2,000 (20 violations x $100 penalty).

Extrapolating this sample across the entire PAGA period of 63 biweekly pay periods (from

[1] In 2024, PAGA was amended to preclude civil penalties for violations of Labor Code sections 201-204 and 226 that are predicated on separate Labor Code violations. (CA LEGIS 67 (2025), 2025 Cal. Legis. Serv. Ch. 67 (A.B. 1170) (WEST).) As such, Plaintiff did not count violations for non-payment of wages or for waiting time penalties, as they are derivative of the meal break and rest break violations.

June 24, 2023 through November 17, 2025), the total number of meal break violations would be approximately 630 violations [20 sample violations / 2 pay periods x 63 total pay periods], yielding total penalties of $63,000 (630 violations x $100 penalty) for the aggrieved employees.

Despite this calculation, securing this recovery at trial is far from certain. It would require auditing all time records across the entire PAGA period, which could reveal fewer violations as time progressed and Defendants were placed on notice of these claims through the lawsuit. Proceeding to trial posed substantial risks that Plaintiff would not be able to prove all violations. On the merits, Defendants raise credible defenses that create genuine uncertainty about Plaintiff's ability to prevail. Defendants assert they maintained legally compliant break policies, that employees never complained about denied breaks, and that any instances where employees worked without breaks occurred against company policy without management's knowledge.

(b) Plaintiff's Claims For Rest Breaks Are Unlikely To Succeed At Trial Because Defendant Poses a Plausible Explanation for Why Time Records do Not Reflect Rest Breaks.

A jury may be persuaded by testimony from Defendants' managers and employees attesting that rest breaks were in fact provided, even if not reflected in the scheduling records. Specifically, unlike with meal breaks (which are generally unpaid), employers are required to provide ***paid*** rest breaks. (Labor Code § 226.7(d).) In other words, it is not possible to verify based on time records whether employees took rest breaks, because employees would likely not clock out for rest breaks in order to ensure they remain paid. As a result, Plaintiff is limited in his ability to establish how many of those violations occurred and would likely need to depose each Aggrieved Employee to determine whether they were provided with a rest break. This would be an incredibly expensive and time-consuming process and most employees likely cannot remember with specificity the number of rest breaks (if any) missed.

2. Establishing the Violations Were "Malicious, Fraudulent, Or Oppressive" Is Difficult.

Though Labor Code section 2699(f)(2)(B)(ii) allows for the recovery of a $200 per penalty for any "malicious, fraudulent, or oppressive" violations, such a determination is subject to court approval. Here, Defendants operate a very small business. For instance, the timekeeping and payroll records provided by Defendant in this litigation tend to corroborate that Defendants did not have the privilege or benefit of utilizing a sophisticated third party payroll administrator or related experts to assist with their payroll, policies, or timekeeping. In plain terms, a jury may infer based on the small size of Defendant's business and lack of sophistication with which Defendants created and maintained records, that any alleged violations resulted from good faith misunderstanding of complex wage and hour requirements, rather than intentional lawbreaking.

3. Proceeding To Trial Posed Substantial Risks That Defendants Would Not Be Able To Pay A Substantial Judgment.

A critical factor undermining the value of further litigation is Defendants' ability to pay a larger judgment. RJ Enterprises is a small business operating at a loss. (Decl., ¶ 11.) As a struggling franchisee, Defendants lack the financial resources to satisfy a substantially larger judgment. Defendants did not carry employment practices liability insurance or other insurance coverage applicable to this matter. (Decl., ¶ 8, Ex. F.) Even a favorable judgment at trial would be pyrrhic if Defendants cannot pay it, rendering collection efforts futile and expensive.

4. The Settlement Was Reached At An Optimal Stage Of The Proceeding.

Another factor weighing in favor of granting the settlement is that the settlement was reached through mediation at an optimal stage of the proceeding, when both sides had sufficient information to make an informed decision, but before mounting substantial costs.

A presumption of fairness exists where the settlement is reached through arm's length mediation between adversarial parties, where there has been an investigation and discovery sufficient to allow counsel and the court to act intelligently, and where counsel is experienced in similar litigation. (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1802.)

Here, the case settled through a Mediator's Proposal following a day-long mediation with a mediator with extensive employment law experience.

Further, counsel obtained sufficient information to make informed decisions about settlement. Specifically, the Parties participated in mediation only after Defendants responded to two sets of written discovery. When Defendants responded to these Requests, they produced hundreds of pages of payroll records, timesheets, and schedules.

Lastly, all counsel are experienced employment attorneys. Plaintiff's Counsel, Philip A. Horlacher, has practiced labor and employment law exclusively since approximately March of 2020 and is licensed in California and Nevada. (Decl., ¶ 1.) Therefore, this factor weighs in favor of approving the settlement.

5. The Settlement Is Fair Considering Further Discovery Would Likely Increase Costs Without Meaningfully Increasing The Probable Recovery.

Expanding discovery to cover the entire PAGA period would require substantial additional expenditures that could exceed the probable recovery, making continued litigation economically irrational.

Full prosecution of this case would necessitate: (1) the retention of an expert to review all personnel records falling outside of the sample period utilized by Plaintiff's counsel, calculate penalties across the entire PAGA period, and provide testimony regarding industry standards; (2) depositions of Plaintiff, Defendant Ranveer Johal, his managers, and current and former employees to establish or refute break violations; and (3) extensive attorney time reviewing and analyzing voluminous records to prepare for trial. In all likelihood, costs and fees incurred by the Parties would exceed the amount of any recovery. Settlement avoids this cost escalation and ensures meaningful recovery reaches the aggrieved employees rather than being depleted by litigation expenses.

6. The Complexity And Likely Duration Of Further Litigation Weighs In Favor Of Approving The Settlement.

The PAGA statutory framework itself adds layers of complexity. PAGA claims require proof of violations affecting aggrieved employees on a per-employee, per-pay period basis. Defendants maintain biweekly pay periods, requiring detailed analysis of violations for each two-week period over 29 months or approximately 63 pay periods.

Defendants have vigorously contested liability, asserting that all employees were provided breaks and any instances otherwise occurred contrary to company policy, that Defendants paid employees based on submitted timecards, and that they never received complaints allowing them to remedy concerns. Each contested issue extends the litigation timeline and increases costs exponentially.

The current settlement avoids this protracted timeline. The parties reached agreement at mediation on November 17, 2025, allowing immediate resolution rather than months of contentious discovery, motion practice, trial preparation, a multi-day trial on complex wage and hour issues, post-trial proceedings, and potential appeals. Early resolution is substantially more efficient than the years of additional litigation required to achieve a recovery that may not even be attainable because of Defendants' financial condition.

B. The Parties Will Bear Their Own Fees And Costs.

Section 2.2.2 of the Settlement Agreement specifies that "PAGA Counsel will not collect any fees or costs from the Gross Settlement Amount. Nor shall PAGA Counsel petition the Court for an award of attorney's fees or costs. PAGA Counsel will instead provide services necessary to execute and effectuate this Agreement pro bono." This provision ensures that 100% of the $15,000 Gross Settlement Amount will be distributed to the aggrieved employees and the Labor and Workforce Development Agency, with no deductions for attorney fees or costs. Counsel's willingness to forgo fees and provide pro bono services to administer the settlement reflects confidence that the settlement terms are just and appropriate.

C. The Parties Have Satisfied The Requirement Of Providing Notice To The LWDA.

Labor Code section 2699, subdivision (l)(2), states: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court."

Here, counsel for Plaintiff John Fraize submitted a notice of the settlement to the Labor and Workforce Development Agency ("LWDA") immediately before submitting the instant motion to the Court. (Decl., ¶ 14.)

IV. CONCLUSION

For the foregoing reasons, Plaintiff John Fraize and Defendants Ranveer Johal and RJ

Enterprises, Inc. respectfully request that the Court grant this motion and approve the Settlement.

DATED: March 23, 2026

GREENBERG GROSS LLP

By: /s/ Philip A. Horlacher
Brian L. Williams
Philip A. Horlacher
Attorneys for Plaintiff John Fraize

DATED: March 23, 2026

MCCORMICK, BARSTOW, SHEPPARD, WAYTE & CARRUTH LLP

By: /s/ Laura A. Wolfe
Laura A. Wolfe
Attorney for Defendants RJ Enterprises, Inc. and Ranveer Johal