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8 of herself, all similarly aggrieved current and former
9 employees of Defendant, the Proposed Class
10 and the State of California

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF YOLO

13 KAITLYN ROJAS, individually on behalf of
14 herself and all others similarly situated,
15 Plaintiffs,

16 v.

17 YOLO EATS, INC., a California Corporation;
18 and DOES 1-10;

19 Defendants.

Case No. CV2024-1256

CLASS ACTION

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

Complaint Filed: May 20, 2024
FAC Filed: August 14, 2024

Trial Date: TBA

Date: August 6, 2026
Time: 9:00 a.m.
Dept: 14

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1 **I. INTRODUCTION AND CASE SUMMARY**

2 Through this Unopposed Motion, Plaintiff Kaitlyn Rojas ("Plaintiff") respectfully
3 seeks final approval of a **Class Action & PAGA Settlement Agreement (hereinafter**
4 **"Settlement Agreement," attached to the Declaration of Gary R. Basham ("Basham Decl.")**
5 **as Exhibit A)** entered into with Defendant Yolo Eats, Inc. ("Defendant") on September 18-19,
6 2025. (Plaintiff and Defendant are collectively, the "Parties".) The Settlement Agreement results
7 The Settlement Agreement results in a total settlement amount of \$190,000.00 (hereafter "Gross
8 Settlement Amount") for 37 Class Members in exchange for a full release of Class/PAGA claims.
9 (Declaration of Gary R. Basham ("Basham Decl.") ¶3, Exhibit A thereto.)

10 This Motion is made pursuant to Code of Civil Procedure §382, Labor Code
11 Section 2699(a) and Cal. Rules of Court, Rule 3.769, on the grounds the proposed Class and
12 PAGA settlement set forth in the Settlement Agreement is fair, adequate, reasonable, and in the
13 best interests of the proposed Class and PAGA members. This proposed settlement was reached
14 through arms-length negotiations after formal written discovery and an informal exchange of
15 documents and information between the Parties, the Parties' own independent investigations, and
16 a mediation before well-known mediator Russ J. Wunderli on August 4, 2025. The Parties believe
17 the Settlement Agreement is fair and just. Approval of the settlement will resolve all class and
18 PAGA claims set forth in Plaintiff's First Amended Complaint.

19 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

20 Defendant is a California corporation which owns and operates several restaurants
21 located in the Woodland, California area, including Morgan's Mill restaurant where Plaintiff
22 worked. Defendant hired Plaintiff on or about January 22, 2022 as a server and bartender working
23 at its Morgan's Mill restaurant in Woodland, California. Plaintiff's employment with Defendant
24 ended on May 6, 2024. (First Amended Complaint ("FAC") ¶¶4-5.) (**Basham Decl. ¶ 4, Exhibit**
25 **B.)**

26 This is a Class Action, pursuant to Code of Civil Procedure §382, seeking
27 damages, restitution, injunctive relief, penalties, reasonable attorneys' fees, and costs, under the
28 California Labor Code as set forth herein, on behalf of Plaintiff and all other individuals who are

1 or have been employed by Defendants in California who were (1) denied a Labor Code compliant
2 thirty (30) minute, duty free meal period, entitling them to meal period premium wages; (2)
3 denied accurate itemized wage statements in violation of the Labor Code; and (3) denied the
4 payment of all meal period premium wages due at the end of their employment, entitling them to
5 waiting time penalties. Plaintiff further maintains a cause of action pursuant to the Private
6 Attorneys' General Act ("PAGA"). (FAC ¶1.) (**Basham Decl. ¶ 5, Exhibit B.**)

7 Plaintiff filed her Class Action Complaint on May 20, 2024, alleging the following
8 causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Furnish Accurate Itemized
9 Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time
10 Penalties; and (4) Unfair Business Practices. On August 14, 2024, Plaintiff filed her First
11 Amended Complaint, adding a Fifth Cause of Action for violation of the Private Attorneys'
12 General Act. (**Basham Decl. ¶ 6.**)

13 The Parties attended private mediation with well-known mediator Russ J.
14 Wunderli on August 4, 2025, reached a global settlement agreement of all claims at mediation,
15 and entered into a Memorandum of Understanding on August 24-25, 2025. After further
16 negotiations, in late August and early September 2025, the Parties entered into the Settlement
17 Agreement on September 18-19, 2025. (**Basham Decl. ¶ 7.**)

18 **III. SUMMARY OF THE SETTLEMENT AGREEMENT**

19 **A. THE PROPOSED CLASS**

20 The Settlement Agreement identifies the Settlement Class as "all persons who are
21 or have been employed by Defendant at the Morgan's Mill restaurant in Woodland, California at
22 any time from May 20, 2020 through May 20, 2024 ("Class Period") who were not provided with
23 a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday
24 during which they were required to work more than five (5) hours, and not paid one (1) hour of
25 additional wages at Plaintiffs' regular rate of compensation for each workday in which a duty-free
26 meal period was not provided." The Parties have determined that the total number of putative
27 class members as 37 current and former employees of Defendant. (**Exhibit A ¶¶ I.C & K, II.E.**)
28 (**Basham Decl. ¶ 8.**)

1 **B. THE SETTLEMENT FUND**

2 The Settlement Agreement results in a Total Settlement Amount of \$190,000.00
3 (hereafter “Gross Settlement Amount”) for participating Class Members without the need to
4 submit a claim form and none of the Gross Settlement Amount will revert back to Defendant.
5 **(Exhibit A, ¶III.A.)** This amount includes \$15,000.00 in civil penalties to the LWDA (75%) and
6 participating PAGA Members (25%) for the PAGA claim, \$63,333.33 in reasonable attorneys’
7 fees (or one-third of the Gross Settlement Amount), up to \$5,650.00 in costs, a settlement
8 administration fee of up to \$4,950.00, and an enhancement award to Plaintiff of up to \$10,000.
9 **(Exhibit A, ¶III.B.) (Basham Decl. ¶ 9.)**

10 The Net Settlement Amount will consist of the Gross Settlement Amount less the
11 Court-approved amounts attributed to the Class Counsel Fees Payment, Class Counsel Litigation
12 Expenses Payment, Class Representative Service Payment to Plaintiff, Settlement Administration
13 Expenses, and the LWDA Payment. The Net Settlement Fund is therefore currently estimated to
14 be approximately \$91,066.67 to be shared by only 37 Class/PAGA members. **(Exhibit A, ¶¶I.X**
15 **& III.A & B.)** Any unclaimed or uncashed funds from uncashed checks will be tendered to the
16 Controller of the State of California, in the name of that Class Member, to be held pursuant to the
17 Unclaimed Property Law for the benefit of the Class Member. **(Exhibit A ¶III.E.9.) (Basham**
18 **Decl. ¶10.)**

19 The Net Settlement Sum will be distributed to the Settlement Class Members on a
20 pro-rata basis based on the total number of weeks worked during the Class Period. Current and
21 former employees need not undertake any action in order to receive their share of the Net
22 Settlement Fund. Each Class Member received a notice containing basic information regarding
23 the nature of the action, a summary of the substance of settlement, a class definition, the date for
24 the final approval hearing, the formula used to calculate Class Members’ individual settlement
25 amount, the procedure to opt-out and for exclusion, and the process for objecting. The notice
26 includes the time period during which the Class Member worked for Defendant during the Class
27 Period. Thus, a Class Member wishing to opt-out of the settlement, or to contest his or her share
28 of the settlement, was provided with a clear procedure for doing so. He or she was free to exercise

1 those rights and bring an individual claim against Defendant. A true and correct copy of an
2 exemplar of the Notice sent to Class Members is attached to the Declaration of Amanda Howard
3 of ILYM Group, Inc. ("Howard Decl."), as Exhibit A. (**Basham Decl. ¶¶11; Howard Decl. ¶¶3-7,**
4 **Exhibit A thereto.**)

5 **C. RELEASES**

6 Class Members who do not specifically opt-out will release Defendant from "all
7 claims, losses, wages, damages, liquidated damages, penalties, interest, liabilities, causes of
8 action, civil complaints, or suits which arise from the Class/PAGA facts and the following causes
9 of action asserted in the Action: (1) Failure to Provide Meal Periods; (2) Failure to Provide
10 Accurate Itemized Wage Statements; (3) Failure to Timely Pay All Wages Due at Termination –
11 Waiting Time Penalties; (4) Unfair Business Practices; and (5) Violation of the Private Attorneys'
12 General Act, on behalf of Class/PAGA Members and each of their heirs, representatives,
13 successors, assigns and attorneys, which shall be fully, finally and forever released, relinquished
14 and discharged for the Class period of May 20, 2020 through May 20, 2024 and the PAGA Period
15 of June 5, 2023 through May 20, 2024." (**Exhibit A, ¶¶ EE & III.F & G.**) (**Basham Decl. ¶ 12.**)

16 **D. CLAIMS ADMINISTRATION**

17 ILYM Group, Inc., is the Class Action Settlement Administrator ("Administrator")
18 for the Class and PAGA claims in this action. On or about April 22, 2026, Class Notices were
19 mailed via First Class U.S. Mail to all thirty-seven (37) individuals identified as Class Members
20 in the Class List. Five (5) of the Notices mailed to the Class were returned or were labeled as
21 undeliverable by the Post Office, with no forwarding addresses. The Administrator performed a
22 computerized skip trace on the five (5) returned Class Notices, and successfully remailed four (4)
23 of the Class Notices. Only one notice Class Notice was determined to be undeliverable. The Class
24 Notice advised the Class Members that the deadline for them to dispute the number of
25 Workweeks, Request for Exclusion, or make an Objection was June 6, 2026. No Class Members
26 have opted-out of the Class Settlement, no one submitted a dispute on the weeks worked and there
27 are no objections to the settlement. (**Howard Decl. ¶¶7-13, Exhibit A thereto; Basham Decl. ¶**
28 **13, Exhibit C thereto.**)

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2 **IV. LAW AND ARGUMENT**

3 **A. THE CLASS MEMBERS RECEIVED PROPER NOTICE**

4 Class notice requirements are set forth in the California Rules of Court. Cal. Rules
5 of Court, Rule 3.766. California law vests the Court with broad discretion in fashioning an
6 appropriate notice program. (*Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973–74.) There
7 is no statutory or due process requirement that all class members receive actual notice. Rather, as
8 the Court of Appeal has explained, “[t]he notice given should have a reasonable chance of
9 reaching a substantial percentage of the Class Members.” (*Id.* at 974.)

10 The Notice approved by the Court and sent out to the Class Members by the
11 Administrator meets these requirements: it identified the Parties and described the lawsuit and the
12 claims being released, the Class, the net settlement amount, the proposed method for distribution
13 of the Settlement Shares to the Class Members, the amount proposed to be paid as an incentive
14 payment to the class representative, the requested amount for attorneys' fees and costs, the
15 procedure to object to the settlement, and the procedure to request exclusion from the settlement.
16 (**Howard Decl. ¶¶7-13, Exhibit A thereto; Basham Decl. ¶ 13, Exhibit C thereto.**)

17 The California Supreme Court has held that notice is appropriate if it has a
18 "reasonable chance of reaching a substantial percentage of the class members ..." *Cartt, supra*, 50
19 Cal.App.3d at 974. The Notice was mailed to each individual Class Member at that Class
20 Member's last known address, and all but one (1) of the Thirty-Seven (37) Notices were
21 successfully mailed to Class Members. (**Howard Decl. ¶¶6-10, Exhibit A thereto; Basham**
22 **Decl. ¶ 13, Exhibit C thereto.**) As a result, the Notice given to Class Members was more than
23 adequate.

24 **B. FINAL APPROVAL OF SETTLEMENT IS APPROPRIATE**

25 Settlement of a class action requires court approval. Code Civ. Pro. § 1781(f).
26 The purpose of the requirement is ‘the protection of those class members, including the named
27 plaintiffs, whose rights may not have been given due regard by the negotiating parties.’” (*Dunk v.*
28 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–1801, fn. & citations omitted.) “In general,

1 questions whether a settlement was fair and reasonable, whether notice to the class was adequate,
2 whether certification of the class was proper, and whether the attorney fee award was proper are
3 matters addressed to the trial court's broad discretion.” (*Wershba v. Apple Computer, Inc.* (2001)
4 91 Cal. App. 4th 224, 234-35). “‘Due regard’ ... ‘should [also] be given to what is otherwise a
5 private consensual agreement between the parties. The [court’s] inquiry “must be limited to the
6 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
7 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
8 whole, is fair, reasonable and adequate to all concerned.” [Citation.] “Ultimately, the [trial] court’s
9 determination is nothing more than ‘an amalgam of delicate balancing, gross approximations and
10 rough justice.’”” (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
11 Cal.App.4th 1135, 1145 .)

12 The Settlement is fair, adequate, and reasonable because it provides substantial
13 benefits to Class Members and the general public. The fairness, adequacy, and reasonableness of
14 the Settlement are illustrated by the fact that not one of the Class Members has objected to the
15 settlement or requested exclusion from the Settlement. (**Howard Decl. ¶¶11-13; Basham Decl. ¶**
16 **13, Exhibit C thereto.**) Under the legal standards used by California courts to determine whether
17 class action settlements should be approved, this Settlement warrants approval.

18 1. THE THREE-STEP SETTLEMENT APPROVAL PROCESS

19 The law favors settlement, particularly in class actions and other complex cases
20 where substantial resources can be conserved by avoiding the time, cost, and rigors of formal
21 litigation. 4 *Newberg on Class Actions* 4th (4th ed. 2002) § 11.41 (and cases cited therein). These
22 concerns apply with particular force in a case such as this one.

23 A class action, however, may not be dismissed, compromised, or settled without
24 the approval of the court. California Rules of Court Rule 3.769; Federal Rules of Civil Procedure,
25 Rule 23(e).¹ Judicial proceedings under F.R.C.P. Rule 23 have led to a defined procedure and

26 ¹ The California Supreme Court has authorized California’s trial courts to use Federal Rule 23 and
27 cases applying it for guidance in considering class issues. *See Vasquez v. Superior Court* (1971) 4
28 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146. Where appropriate, therefore,
Plaintiffs cite F.R.C.P. Rule 23 and federal case law in addition to California law.

1 specific criteria for settlement approval in class action settlements, described in the Federal
2 Judicial Center, *Manual for Complex Litigation*, Fourth (4th ed. 2004) ("*Manual*") § 21.632, *et*
3 *seq.* The Manual's settlement approval procedure describes three distinct steps: (1) Preliminary
4 approval of the proposed settlement at an informal hearing; (2) Dissemination of mailed and/or
5 published notice of the settlement to all affected Class members; and (3) A "formal fairness
6 hearing," or final settlement approval hearing, at which Class members may be heard regarding
7 the settlement, and at which evidence and argument concerning the fairness, adequacy, and
8 reasonableness of the settlement may be presented. *Manual*, § 21.632-34.

9 The first two steps of this process are now complete. The first step was completed
10 on March 5, 2026, when this Court granted Preliminary Approval of the Settlement. (**Basham**
11 **Decl., ¶14, Exhibit D thereto.**) In doing so, the Court determined that the Settlement was within
12 the reasonable range of possible final approval and that notice to the Class Members of the
13 Settlement's terms and of the scheduling of the formal fairness hearing should be distributed. See
14 *Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 234-35; 4 *Newberg, supra*, § 11.25.

15 The second step in the class action settlement approval process, the dissemination
16 of the Notice, is complete as well. In accordance with the Court's Preliminary Approval Order, the
17 Parties worked with the Administrator to implement the Court-approved Notice, which employed
18 the best practicable means to disseminate to all Class Members notices of the Settlement's terms
19 and of the date and time of the Final Approval hearing. C.C.P. § 382. (**Howard Decl. ¶¶4-10,**
20 **Exhibit A thereto; Basham Decl. ¶ 13, Exhibit C thereto.**)

21 The third and last step in the class action settlement approval process is the Final
22 Approval hearing at which the Court shall determine whether the Settlement is fair, adequate, and
23 reasonable. At the Final Approval hearing, scheduled for August 6, 2026, Class Members will
24 have the opportunity to be heard regarding the Settlement, and Class Counsel will present
25 evidence and argument in support of the Settlement. *See Manual*, § 21.634. At the conclusion of
26 the Final Approval hearing, this Court will decide whether to grant Final Approval of the
27 Settlement and whether to enter a final Order and enter Judgment in the action. In this case, not a
28 single class member has objected to the Settlement and no one (other than Plaintiff's counsel and

1 Defense counsel) has indicated that he or she will appear at the Final Approval hearing and/or
2 contest any aspect of this settlement. (**Basham Decl., ¶13, Exhibit C thereto.**)

3 When faced with a motion for final approval of a class action settlement under
4 Code of Civil Procedure § 382, the Court inquires whether the settlement is "fair, adequate, and
5 reasonable." See *Wershba, supra*, 91 Cal.App.4th at 244-45; *Dunk, supra*, 48 Cal.App.4th at
6 1801. A review of the terms of the proposed Settlement shows that it is more than fair.

7 At the final approval fairness hearing, "[A] presumption of fairness exists where:
8 (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are
9 sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
10 litigation; and (4) the percentage of objectors is small." (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1802). In deciding whether to grant final approval to a class action settlement,
12 California courts consider several factors, including the following: (1) the value of the settlement;
13 (2) the risks inherent in continued litigation; (3) the extent of discovery completed and the stage
14 of the proceedings when settlement was reached; (4) the complexity, expense, and likely duration
15 of the litigation in the absence of settlement; (5) the experience and views of class counsel; and
16 (6) the reaction of class members. See *Wershba, supra*, 91 Cal.App.4th at 244-45; *Dunk, supra*,
17 48 Cal.App.4th at 1801. As described below, all of the relevant criteria support final approval of
18 the Settlement.

19 2. **THE SETTLEMENT WAS REACHED THROUGH ARM'S LENGTH**
20 **NEGOTIATION AFTER INDEPENDENT INVESTIGATION,**
21 **DISCOVERY, AND RISK ANALYSIS**

22 The Parties' initial arms-length settlement negotiations resulted in a mediation
23 before noted mediator Russ J. Wunderli on August 4, 2025. The Parties agreed to settle the
24 Action during the mediation and signed a Memorandum of Understanding on August 24 – 25,
25 2025. During the settlement process, the Parties considered the evidence, discussed the risks and
26 benefits of continued litigation and proceeding with class certification and/or trial. The settlement
27 negotiations were at arm's length and, although conducted in a professional manner, were
28 adversarial at all times. Defendant maintained its position that its policies and practices were
compliant with California law, that Class Certification was not appropriate, and that the case was

1 not manageable for trial. Although the Parties were willing to explore the potential for a
2 settlement, each side was also committed and prepared to litigate through trial and appeal if a
3 settlement had not been reached. The proposed Settlement was reached at the end of a process
4 that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their
5 respective positions throughout the settlement negotiations. The Settlement Agreement that was
6 reached with the assistance of Mr. Wunderli takes into account the strengths and weaknesses of
7 each side's case. Each side has extensive experiencing litigating employment class actions and
8 agrees the Settlement Agreement is fair, balanced, and reasonable. Thereafter, the Parties
9 engaged in further significant negotiations, which led to the Parties executing the Settlement
10 Agreement on September 18-19, 2025, which forms the basis of this Motion. (**Basham Decl.,**
11 **¶15.)**

12 Plaintiff's Counsel has conducted a thorough investigation into the applicable facts
13 and has diligently pursued an investigation of the asserted claims against Defendant. Prior to the
14 mediation, the Parties conducted significant investigation and informal and formal discovery of
15 the facts and law related to the allegations in the Action. Defendant produced Plaintiff's personnel
16 file, wage records, and documents relating to their policies, practices, and procedures regarding
17 meal periods. As part of Defendant's production, Plaintiff's counsel reviewed records relating to
18 the size and scope of the Class Members, as well as data permitting Plaintiff to understand the
19 number of Workweeks and pay periods in the PAGA and Class Periods. Moreover, in preparation
20 for the mediation, Plaintiff's counsel extensively interviewed Plaintiff several times prior to the
21 mediation, and at the mediation as well, to fully understand the relevant facts applicable to the
22 Class and PAGA claims. The Parties agree that the above-described investigation and evaluations,
23 as well as the information exchanged during mediation and the settlement negotiations, are more
24 than sufficient to assess the merits of the respect Parties' positions and to compromise the issues
25 on a fair and equitable basis. (**Exhibit A ¶ II.F.) (Basham Decl. ¶ 16.)**

26 Based on his own independent investigation and evaluation, Plaintiff's Counsel is
27 of the opinion that the Parties' Settlement is fair, reasonable, and adequate and is in the best
28 interests of the Plaintiff and all Class and PAGA Members in light of all known facts and

1 circumstances, including the risk of significant delay, defenses asserted by Defendant, the
2 difficulties in meeting the various Class Certification and Manageability issues, and the numerous
3 potential appellate issues. The Parties further recognize that the issues presented in the Action are
4 likely only to be resolved with extensive and costly pretrial proceedings and that further litigation
5 will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
6 potential benefits of further litigation. The Parties further have taken into account the risk and
7 uncertainty of the outcome inherent in any further litigation. The Settlement Agreement that was
8 reached with the assistance of the mediator takes into account the strengths and weaknesses of
9 each side's case. (**Basham Decl.**, ¶17.)

10 Plaintiff recognizes there are serious risks concerning his Class and PAGA claims.
11 Defendant denies Plaintiff's allegations and asserts the following defenses (1) employees
12 knowingly and voluntarily waived their meal breaks in accordance with applicable law
13 concerning shifts between 5 and 6 hours; (2) Meal period waivers do not have to be in writing; (3)
14 Employees would be granted meal periods when they asked to take them; and (4) Defendant
15 never denied any employee a meal period when requested. By entering into the Settlement
16 Agreement, Defendant does not admit to Plaintiff's allegations. To the contrary, Defendant
17 asserts it made the decision to resolve the Class and PAGA claims for business reasons to avoid
18 the substantial amounts of time, energy and expense a protracted class litigation would consume.
19 Nevertheless, in May 2024, Defendant started strictly enforcing its meal period policies and had
20 employees sign meal period waivers, cutting off continued Class and PAGA liability. (**Basham**
21 **Decl.** ¶ 18.)

22 3. **COUNSEL IS EXPERIENCED IN SIMILAR LITIGATION**

23 "Adequacy of representation depends on whether the plaintiff's attorney is
24 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
25 interests of the class." (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450). Here, Plaintiff's
26 counsel is well qualified to represent the Class. Class Counsel, Gary R. Basham, has decades of
27 class action experience and is well qualified to prosecute this action and protect the interest of
28 Class Members. Mr. Basham has no conflicts of interest with Class Members, and at no point in

1 this case has Defendant alleged Plaintiff or his counsel were incapable of fairly and properly
2 representing the proposed Class. (Basham Decl., ¶¶19-35.)

3 **4. PERCENTAGE OF THOSE WHO OBJECT**

4 The response to date from the Settlement Class confirms that the proposed
5 settlement is fair and appropriate. In response to the Notice of Class Settlement sent to the
6 proposed Class of 37 members (only 1 undeliverable), no class members have filed any objections
7 or disputes to the proposed settlement, and none of the proposed class member has opted out of
8 the proposed settlement. The deadline to object or opt-out to the settlement was June 6, 2026.
9 (Howard Decl. ¶¶7-13, Exhibit A thereto; Basham Decl. ¶ 13, Exhibit C thereto.)

10 **5. THE SETTLEMENT AMOUNT IS FAIR AND REASONABLE**

11 The Gross Settlement Amount reflects a fair, adequate, and reasonable resolution
12 of this case. The Net Settlement Amount in this Action is \$91,066.67, with an additional
13 \$15,000.00 being paid to the LWDA and PAGA members as civil penalties under PAGA.
14 Plaintiff calculates her likely award should she and the Class prevail at approximately \$282,180
15 (\$96,425 in meal period premium wages, \$107,880 in waiting time penalties and \$77,875 in wage
16 statement penalties). Further, each Class Members' gross share of the Net Settlement is based on
17 the number of weeks worked, and paid-out on a pro-rata basis. (Exhibit A ¶ III.C.1.) This is a
18 fair and appropriate method of distributing settlement funds. (Basham Decl. ¶ 36.)

19 The Parties' allocation formulas need only have a reasonable, rational basis,
20 particularly if recommended by experienced class counsel. (*Maley v. Del Glob. Techs. Corp.*
21 (SDNY 2002) 186 F. Supp. 2d 358, 367.) In this case, the settlement provides class members with
22 relief in a manner approximately commensurate with the potential value of individual claims in
23 light of the risks of continued litigation.

24 **C. COURT APPROVAL OF THE PAGA SETTLEMENT**

25 **1. The Private Attorneys Generals Act**

26 Under the Private Attorneys General Act (the "PAGA"), an aggrieved employee
27 may bring suit to recover civil penalties for violations of the California Labor Code. (Labor Code
28 §2699(a).) Civil penalties are specifically denoted as "civil" penalties and are distinct and separate

1 from statutory penalties. (*Villacres v. ABM Indus. Inc.* (2010) 189 Cal.App.4th 562, 579). PAGA
2 permits a representative Plaintiff to recover civil penalties for each employee who suffers the
3 subject Labor Code violation, for each and every pay period the violation was suffered, for a 1-
4 year limitations period. (*Id.*; *Thomas v. Home Depot USA Inc.* (N.D. Cal. 2007) 527 F.Supp.2d
5 1003, 1007). PAGA is intended to promote compliance with the Labor Code by expanding the
6 rights of individual employees to bring suit in the face of declining staffing and resources of
7 California's labor and employment law enforcement agencies. The employee-plaintiff in a PAGA
8 action sues as a proxy for state agencies and does so in a representative capacity on behalf of
9 other aggrieved employees. (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*
10 (2009) 46 Cal.4th 993, 1003).

11 In order to bring a PAGA action, the aggrieved employee must first exhaust
12 administrative remedies by filing a notice with the Labor Workforce Development Agency
13 ("LWDA"). (Labor Code §2699.3(a).) Under current regulations, a copy of the notice must be
14 filed with the LWDA online. A copy must also be sent to the employer by certified mail. After the
15 notice is filed and/or mailed, the employee must wait 65 days before commencing suit in
16 accordance with Labor Code §2699.3(a)(2)(A).

17 In this case, Plaintiff submitted her PAGA letter to the LWDA and served the letter
18 on Defendant by certified mail on June 5, 2024. Plaintiff filed her Class and PAGA First
19 Amended Complaint with the Court on August 14, 2024, more than 65 days after submitting the
20 PAGA letter. Accordingly, Plaintiff has satisfied all requirements set forth in PAGA. (**Basham**
21 **Decl., ¶37, Exhibit E thereto.**)

22 The California Supreme Court has held PAGA actions need not satisfy state law
23 class certification requirements in order to proceed on a representative basis. (*Arias v. Superior*
24 *Court* (2009) 46 Cal.4th 969, 980). For all provisions of the Labor Code except those for which a
25 civil penalty is specifically provided, there is established a civil penalty for a violation of these
26 provisions. (Labor Code §2699(f).) Labor Code §§ 201, 202, 226, 226.7 and 512 do not provide
27 for an independent "civil" penalty for a violation of its provisions, the default civil penalty under
28 Labor Code section 2699(f)(2) applies. The default civil penalty for the Labor Code violations is

1 as follows: “[i]f, at the time of the alleged violation, the person employs one or more employees,
2 the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the
3 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation.” (Labor Code §2699(f)(2).).

5 **2. Courts Have Significant Discretion To Approve PAGA Settlements**

6 Once an aggrieved employee files a PAGA lawsuit, the statutory scheme
7 recognizes that the employee may settle that lawsuit on behalf of the state. (Labor Code § 2699,
8 subd. (a).) When an aggrieved employee settles a PAGA action, the statute provides: “The
9 superior court shall review and approve any settlement of any civil action filed pursuant to this
10 part.” (§ 2699, subd. (s)(2).)

11 In reviewing a PAGA settlement, the trial court “should evaluate [it] to determine
12 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present
13 labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz*
14 *v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77.) The court is vested with broad discretion in
15 making that determination. (*Id.* at p. 76.) In ascertaining the fairness of a **PAGA settlement**, the
16 trial court may consider many of the same factors used to evaluate the fairness of class
17 action settlements, “including the strength of the plaintiffs’ case, the risk, the stage of the
18 proceeding, the complexity and likely duration of further litigation, and the settlement amount.”
19 (*Moniz*, at p. 77.)

20 The PAGA statute provides that a penalty amount calculated under § 2699(f) may
21 be reduced where “based on the facts and circumstances of the particular case, to do otherwise
22 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Labor Code §
23 2699(e)(2).) See, also, *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App .4th 1157 (PAGA
24 penalties imposed may be subject to reduction by trial court; increased penalty “for subsequent
25 violation” only triggered after employer has notice the activity is a violation).

26 There are a number of evidentiary and legal issues that render litigating and
27 proving the alleged PAGA claim difficult, time-consuming, contentious, and uncertain. Even if
28 Plaintiff is able to prevail on the underlying Labor Code claims, the PAGA penalty may be

1 minimal.

2 Here, the proposed PAGA penalty of \$15,000.00 is reasonable given Defendant's
3 defenses, the number of aggrieved PAGA employees (15) and total pay periods (282),
4 Defendant's correction of the issue, and the challenge, risk, costs, and uncertainty of litigating and
5 proving PAGA violations. Plaintiff calculates her likely PAGA award should she and the other
6 PAGA members prevail at approximately \$28,200 (using \$100 penalty per violation). Further, the
7 aggrieved employees made no complaint to Defendant for its alleged Labor Code violations until
8 the filing of Plaintiff's Complaint (**Basham Decl., ¶38.**) (*See, Fleming v. Covidien, Inc.*, (C.D.
9 Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590, *8-9 [reducing PAGA penalty by 82% where
10 Defendant promptly corrected the violation]).

11 The reasonableness of the Parties' PAGA settlement is further underscored when
12 compared to other court-approved PAGA settlements in cases with significantly greater exposure.
13 (*See, e.g., Chu v. Wells Fargo Investments* (N.D. Cal. Feb. 15, 2011) 2011 U.S. Dist. LEXIS
14 15821, *4 (approving \$10,000 PAGA settlement in a case involving \$6.9 million settlement and
15 2,752 class members); *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist.
16 LEXIS 169057,*14, 41 (approving \$10,000 settlement of PAGA claims in case involving 2,055
17 class members and \$2.5 million settlement)).

18 Further, Courts have approved PAGA settlements for only a fraction of the
19 potential PAGA civil penalties, particularly where counsel have presented good reasons why
20 recovery of penalties was unlikely. (*See, e.g., Vicerai v. Mistras Grp., Inc.* (N.D. Cal. Oct. 11,
21 2016, 2016 WL 5907869 at *9 [preliminarily approving class action settlement that included a
22 PAGA set-aside of just 0.15 percent of the PAGA claim's full potential value, where "Plaintiffs
23 face[d] a substantial risk of recovering nothing on either the class or PAGA claims"]).

24 For all of the reasons stated above, the PAGA Settlement is fair, reasonable and
25 adequate, and should be approved. As part of the Settlement, Defendant has agreed to pay
26 \$11,250.00 to the LWDA for its 75% portion of the claims of the Settlement Class brought
27 pursuant to PAGA, with the remaining 25% (\$3,750.00) being paid to aggrieved PAGA members.
28 (**Basham Decl., ¶39.**) This portion of the Settlement should be approved.

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1 **PROOF OF SERVICE**

2 I, the undersigned declare:

3 I am employed in the County of Sacramento, State of California. I am over the age
4 of eighteen years and not a party to the within action; my business address is 13389 Folsom Blvd.,
5 Suite 300 #339, Folsom, CA 95630.

6 On June 17, 2026, I caused the following to be served:

7 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S**
8 **MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

9 _____ by placing a true copy thereof enclosed in a sealed envelope with postage
10 thereon fully prepaid for deposit in the United States Post Office mail box, at
11 my business address shown above, following Basham Law Group's ordinary
business practices for the collection and processing of mail, of which I am
readily familiar, and addressed as set forth below.

12 _____ by depositing a true copy thereof enclosed in a sealed envelope with delivery
13 fees thereon fully prepaid in a box or other facility regularly maintained by
14 FedEx or delivering to an authorized courier or driver authorized by FedEx to
receive documents on the same date that it is placed at Basham Law Group for
collection, addressed as set forth below.

15 _____ by sending a copy by facsimile to the person(s) at the address(s) and facsimile
16 number(s) set forth below.

17 ✓ _____ by email to the person(s) at the email address(s) set forth below.

18 **Attorney for Defendant**

19 Trevor White
(trevorwhite@kroghdecker.com)
20 Derek Decker
(derekdecker@kroghdecker.com)
21 KROGH & DECKER LLP
22 555 Capitol Mall, Suite 700
Sacramento, CA 95814

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct, and that this declaration was executed on June 17, 2026 at Folsom,
25 California.

26
27 
28 Gary R. Basham