

This e-copy is the official court record (GC68150)

ELECTRONICALLY FILED
Merced Superior Court
3/19/2026 3:54 PM
Amanda Toste
Clerk of the Superior Court
By: Norma CastanedaMarquez, Deputy

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733
9 Email: attorney@shimodalaw.com
10 jrodriguez@shimodalaw.com
11 rkonini@shimodalaw.com

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

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

16 DEMECIO AGUIRRE VILLEGAS,
17 individually and on behalf of all other
18 similarly situated employees,
19 Plaintiff,
20 vs.
21 G & H PIZZA, INC., a California Corporation;
22 JILL MARIE GAUTHIER, an individual;
23 JOHN JAMES GAUTHIER, an individual;
24 and DOES 1 to 100, inclusive,
25 Defendants.

26 **Case No. 24CV-00447**
27 *Assigned for All Purposes to Hon. Brian McCabe*
28 *Department 8*

29 **CLASS ACTION**
30 **EXHIBIT LIST AND EXHIBITS IN SUPPORT**
31 **OF PLAINTIFF'S MOTION FOR**
32 **PRELIMINARY APPROVAL OF CLASS**
33 **ACTION AND PAGA SETTLEMENT**

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

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

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

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

Dated: March 19, 2026

Shimoda & Rodriguez Law, PC

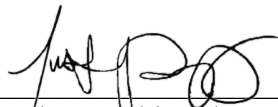
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)

Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

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

Ryan E. Abernethy (Cal. State Bar No.267538)
John Slavik (Cal. State Bar No. 315977)
Weintraub Tobin Chediak Coleman Grodin
Law Corporation
400 Capitol Mall, 11th Floor
Sacramento, California 95814
Telephone: 916.558.6000
Facsimile: 916.446.1611

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

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 24CV-00447

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

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

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

7 **1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

28 1.21 “PAGA” means Private Attorneys General Act.

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

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

5 1.24 “Parties” mean Defendants and Plaintiff.

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

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

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

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

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

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

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

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

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

1 **2. DESCRIPTION OF THE LITIGATION**

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

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

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

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

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

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

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

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

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

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

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

7 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
8 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
9 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
10 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
11 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
12 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
13 any and all other potential defenses or privileges.

14 **4. SCOPE OF THE CLASS**

15 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
16 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
17 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
18 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
19 Section 7.5.1.

20 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
21 this Agreement.

22 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
23 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
24 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
25 data request to the Settlement Administrator. The data request must contain all of the following
26 information: (a) the full name and, if applicable, Social Security Number of the individual making the
27 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;
28 (c) the individual’s dates of employment with Defendants; and (d) a return address to which a response

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

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

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

24 **5. TERMS OF THE SETTLEMENT**

25 The Parties agree as follows:

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

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

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

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

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

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

7 5.5 PAGA Payment: One Hundred Thousand Dollars (\$100,000) of the Gross Settlement
8 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
9 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees
10 on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the
11 allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating
12 Class Members on a pro rata basis.

13 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
14 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
15 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
16 donated to Capital Pro Bono, Inc, under the doctrine of *cy pres*. No portion of the Gross Settlement Amount
17 will revert to Defendants for any reason.

18 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
19 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
20 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
21 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
22 any new or additional compensation or benefits under any company bonus or other compensation or benefit
23 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
24 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
25 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
26 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the
27 Participating Class Members and Aggrieved Employees in connection with this Agreement
28

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

3 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
4 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
5 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
6 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
7 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
8 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
9 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
10 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
11 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
12 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing
13 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
14 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
15 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
16 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
17 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
18 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%
19 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

20 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
21 Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed
22 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
23 on the amounts paid to Participating Class Members as wages as well as calculating all required
24 withholdings and deductions from said wage payments. The characterization of Individual Settlement
25 Amounts to Participating Class Members and Aggrieved Employees are as follows:

26 5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement
27 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.

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

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

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

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

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

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

4 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
5 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
6 establishing class certification have been met and are met.

7 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
8 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
9 Aggrieved Employees.

10 **6. RELEASE**

11 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
12 Participating Class Members will release, acquit and forever discharge all Released Class Claims as to all
13 Released Parties. In addition, on the Effective Date, all Participating Class Members and their respective
14 former and present representatives, agents, attorneys, heirs, executors, administrators, successors and
15 assigns will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims
16 against any of the Released Parties.

17 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
18 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
19 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their respective former
20 and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns will
21 be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against
22 any of the Released Parties.

23 6.3 Release by Class Counsel: Upon the Effective Date, Class Counsel will release on behalf of
24 their present and former attorneys, employees, agents, successors and assigns the Released Parties from all
25 claims for attorneys' fees, costs, and expenses incurred in connection with the Complaint and the PAGA
26 Period facts stated in the Complaint and Plaintiff's notice letter to the LWDA. This release shall not affect
27 any right to fees and costs provided for under this Agreement.

28 **7. SETTLEMENT ADMINISTRATION**

1 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
2 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
3 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
4 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
5 any individual Class Members and Aggrieved Employee whose address or contact information as provided
6 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
7 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
8 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
9 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,
10 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving
11 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or
12 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests
13 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
14 determining and paying the final amounts due to be paid under the Agreement after resolution of all
15 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA
16 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
17 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-
18 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds
19 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of
20 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
21 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
22 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
23 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the
24 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes
25 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final
26 statistics of the administration and compliance with all payment obligations under the Agreement; 14)
27 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to
28 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as

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

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

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

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

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

23 7.5 Responses to Notice of Settlement:

24 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
25 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
26 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
27 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
28 excluded from the settlement; (c) identify the case name and number (*i.e. Aguirre Villegas v. G & H Pizza,*

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

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

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

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

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

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

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

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

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

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

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

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

28

1 2 3	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
4 5	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
6 7 8 9	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
10 11 12	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
13 14 15 16	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
17 18 19	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
20 21	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
22 23 24	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

25 **9. DUTIES OF THE PARTIES**

26 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
 27 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
 28 Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class

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

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

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

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

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

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

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

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

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

28

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

3 **10. MISCELLANEOUS TERMS**

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

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

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

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

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

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

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

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

3 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
4 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
5 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
6 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
7 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
8 otherwise, to effectuate this Agreement and the terms set forth herein.

9 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
10 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
11 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
12 Complaint, the representative character of the Action, the validity of any of the claims that were or could
13 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
14 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
15 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
16 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
17 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into
18 this Stipulation with the intention to avoid further disputes and litigation.

19 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
20 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
21 third business day after mailing by United States certified mail, return receipt requested, addressed as
22 follows:

23 To Plaintiff and the Class:

24 Galen T. Shimoda
25 Justin P. Rodriguez
26 Renald Konini
27 Shimoda & Rodriguez Law, PC
28 9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

Ryan E. Abernethy

1 John Slavik
2 Weintraub Tobin Chediak Coleman Grodin
3 Law Corporation
4 400 Capitol Mall, 11th Floor
5 Sacramento, California 95814

6 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
7 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
8 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
9 party or its counsel participated in the drafting of this Agreement.

10 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
11 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
12 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
13 as expressly provided in this Agreement.

14 10.12 No Modifications: This Agreement may be amended or modified only by a written
15 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
16 discharged except by performance in accordance with its terms.

17 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
19 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
20 to effectuate its terms and to execute any other documents required to effectuate the terms of this
21 Agreement.

22 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
23 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
24 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
25 may be executed on behalf of all Class Members by the Class Representative.

26 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
27 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
28 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed

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

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

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

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

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

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

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


27
28

1 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
3 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

6 **For Plaintiff:**

7 Date: 02/18/2026

8 
Demecio Aguirre Villegas (Feb 18, 2026 16:32:38 PST)

9
10 **FOR Defendants:**

11 Date: _____

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

13
14 Date: _____

15 By: _____
For Jill Michelle Gauthier

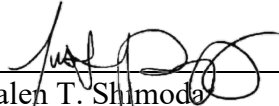
16
17
18 Date: _____

19 By: _____
For John James Gauthier

20 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

21
22
23 Dated: 02/18/2026

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

This e-copy is the official court record (GC68150)

1 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
3 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

6 **For Plaintiff:**

7
8 Date: _____


Demecio Aguirre Villegas

10 **FOR Defendants:**


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

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

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

By: 
Jill Gauthier
For Jill Michelle Gauthier

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

By: 
John Gauthier
For John James Gauthier

21 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

23 Dated: _____

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

26
27
28

This e-copy is the official court record (GC68150)

- 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

APPROVED AS TO FORM

WEINTRAUB TOBIN CHEDIAK COLEMAN
GRODIN LAW CORPORATION

Dated: February 20, 2026


By: 
 Ryan E. Abernethy
 John Slavik
 Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF MERCED

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

Plaintiff,

vs.

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

Defendants.

Case No. 24CV-00447

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

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

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

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

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

I. BACKGROUND OF THE CASE

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

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

This e-copy is the official court record (GC68150)

This e-copy is the official court record (GC68150)

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

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

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

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

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

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

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

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

This e-copy is the official court record (GC68150)

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

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

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

D. Release of Claims

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

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

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

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

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

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

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

B. Excluding Yourself from the Settlement as a Class Member

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

[admin info]

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

C. Objection to Settlement

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

This e-copy is the official court record (GC68150)

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

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

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

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

V. FINAL SETTLEMENT APPROVAL HEARING

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

VI. ADDITIONAL INFORMATION

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

Galen T. Shimoda	Ryan E. Abernethy
Justin P. Rodriguez	John Slavik
Renald Konini	Weintraub Tobin Chediak Coleman Grodin
Shimoda & Rodriguez Law, PC	Law Corporation
9401 East Stockton Blvd., Suite 120	400 Capitol Mall, 11th Floor
Elk Grove, CA 95624	Sacramento, California 95814
Telephone: (916) 525-0716	Telephone: 916.558.6000
Facsimile: (916) 760-3733	Facsimile: 916.446.1611
<i>On behalf of Plaintiff</i>	<i>On behalf of Defendants</i>

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

BY ORDER OF THE COURT

EXHIBIT B

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733
9 E-mail: attorney@shimodalaw.com
10 jrodriguez@shimodalaw.com
11 rkoniki@shimodalaw.com

12 Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF MERCED

11 DEMECIO AGUIRRE VILLEGAS,
12 individually and on behalf of all other
13 similarly situated employees,
14
15 Plaintiff,
16
17 vs.
18 G & H PIZZA, INC., a California Corporation;
19 JILL MARIE GAUTHIER, an individual;
20 JOHN JAMES GAUTHIER, an individual;
21 and DOES 1 to 100, inclusive,
22
23 Defendants.

Case No. 24CV-00447

CLASS ACTION

FIRST AMENDED COMPLAINT FOR DAMAGES:

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

DEMAND FOR JURY TRIAL

This e-copy is the official court record (GC68150)

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

6 **INTRODUCTION**

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

11 **JURISDICTION AND VENUE**

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

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

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

This e-copy is the official court record (GC68150)

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

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

6 **PARTIES**

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

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

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

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

This e-copy is the official court record (GC68150)

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

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

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

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

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

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

3 **CLASS ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

15 **GENERAL ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**
23 **FAILURE TO PAY OVERTIME WAGES**
24 **(As to all Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

40. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

41. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

42. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

43. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

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

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 sections 17203, 17208, violations of California Labor Code sections 226.7, 245 et seq, 510, 512, and
2 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing
3 of this Action.

4 **NINTH CAUSE OF ACTION**
5 **PRIVATE ATTORNEYS GENERAL ACT**
6 **(As to all Defendants)**

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

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

- 12 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime
13 Wages)
- 14 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
15 Minimum Wages)
- 16 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B)
17 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 18 • Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest
19 Periods or Pay Premiums in Lieu Thereof)
- 20 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 21 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 22 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 23 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
24 Work in Any Industrial Welfare Commission Order)
- 25 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 26 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 27 • Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- 28

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

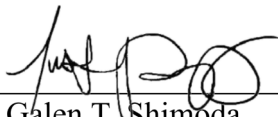
- b. Attorney’s fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
- 6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in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

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

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

Dated: April 3, 2024

Shimoda & Rodriguez Law, PC

By: 

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

EXHIBIT C



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

January 26, 2024

For Online Filing:

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

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

Dear Labor Commissioner,

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

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

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

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

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

This e-copy is the official court record (GC68150)



A. FACTS

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

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

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



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

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

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

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

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

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



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

B. ALLEGATIONS AND CHARGES

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

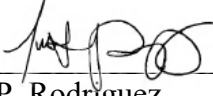
Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed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



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

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Justin P. Rodriguez

JPR:rk

cc: Client via e-mail

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

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

4 I, Elias Tapia declare that:

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

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

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER

<p>9 G & H Pizza, Inc. 10 1601 Bessemer St, Suite A 11 Turlock, CA 95380</p>	<p>Jill Marie Gauthier 1601 Bessemer St, Suite A Turlock, CA 95380</p>
<p>12 John James Gauthier 13 1601 Bessemer St, Suite A 14 Turlock, CA 95380</p>	

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

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

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

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

25 
26 _____
Elias Tapia

This e-copy is the official court record (GC68150)

EXHIBIT D

DECLARATION OF MICHAEL SUTHERLAND

I, Michael Sutherland, declare as follows:

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

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

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

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

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

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

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

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

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

22
23 

24 _____
25 Michael Sutherland

EXHIBIT A



SUMMARY

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

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

PRELIMINARY CONSULTATION

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

CASE MANAGEMENT

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

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

CASE TYPES

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



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

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

TAX COMPLIANCE & CASE RESOLUTION

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

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

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

mike@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5067
1.800.355.0700

EXHIBIT B

APEX

CLASS ACTION ADMINISTRATION

This e-copy is the official court record (GC68150)

Quotation Request:
 Renald Konini
 Shimoda Law
 rkonini@shimodalaw.com

Case Name: Demecio Aguirre Villegas v. G & H Pizza, Inc., et al.
Date: Wednesday, January 21, 2026
RFP Number: 20150005

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

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

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	4	\$500.00
Data Analyst	Per Hour	\$150.00	4	\$600.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$1,100.00

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

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

APEX

CLASS ACTION ADMINISTRATION

This e-copy is the official court record (GC68150)

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
---	--	--	--	--

Bilingual Toll-Free Contact Center	Static Rate	\$604.58	1	\$604.58
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Static Apex Website	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$1,104.58

Distribution & Settlement Fund Management				
---	--	--	--	--

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

Post Distribution Reconciliation				
----------------------------------	--	--	--	--

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

TOTAL CAPPED ADMINISTRATION COST:	\$14,990.00
--	--------------------

Thank you for your business!

EXHIBIT E

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

TOTAL: \$7,123.57

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF MERCED

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

Plaintiff,

vs.

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

Defendants.

Case No. 24CV-00447

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

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

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

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

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

I. BACKGROUND OF THE CASE

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

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

This e-copy is the official court record (GC68150)

This e-copy is the official court record (GC68150)

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

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

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

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

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

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

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

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

This e-copy is the official court record (GC68150)

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

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

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

D. Release of Claims

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

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

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

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

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

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

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

B. Excluding Yourself from the Settlement as a Class Member

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

[admin info]

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

C. Objection to Settlement

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

This e-copy is the official court record (GC68150)

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

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

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

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

V. FINAL SETTLEMENT APPROVAL HEARING

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

VI. ADDITIONAL INFORMATION

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

Galen T. Shimoda	Ryan E. Abernethy
Justin P. Rodriguez	John Slavik
Renald Konini	Weintraub Tobin Chediak Coleman Grodin
Shimoda & Rodriguez Law, PC	Law Corporation
9401 East Stockton Blvd., Suite 120	400 Capitol Mall, 11th Floor
Elk Grove, CA 95624	Sacramento, California 95814
Telephone: (916) 525-0716	Telephone: 916.558.6000
Facsimile: (916) 760-3733	Facsimile: 916.446.1611
<i>On behalf of Plaintiff</i>	<i>On behalf of Defendants</i>

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

BY ORDER OF THE COURT

EXHIBIT G

Shaniya Baird

From: no-reply@formassembly.com
Sent: Thursday, March 19, 2026 3:45 PM
To: Shaniya Baird
Subject: Thank you for your Proposed Settlement Submission

03/19/2026 03:44:37 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/19/2026 03:44:37 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1007468-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

This e-copy is the official court record (GC68150)