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MERCED COUNTY

2026 MAY -7 AM 11:54

CLERK OF THE SUPERIOR COURT
BY *[Signature]* DEPUTY

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

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

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

21 Plaintiff,

22 vs.

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

27 Defendants.

28 **Case No. 24CV-00447**

*Assigned for All Purposes To:
Hon. Stephanie L. Jamieson
Department 8*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 6, 2026
Time: 8:15 a.m.
Dept.: 8
Judge: Hon. Stephanie L. Jamieson

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

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on April 15, 2026, at 8:15 a.m., in Department 8 before
4 the Honorable Stephanie L. Jamieson, presiding. The Court identified concerns it had with the Notice
5 of Settlement and the amount of Settlement Administrator Costs identified in the Motion. After
6 hearing, the Court continued the matter to May 6, 2026, at 8:15 a.m. in Department 8, directing
7 counsel to file a supplemental declaration on the matter and an amended Notice of Settlement
8 addressing the Court’s concerns. Plaintiff’s Counsel has submitted the requested documents.

9 Plaintiff Demecio Aguirre Villegas (“Plaintiff”) filed this putative class action on January 26,
10 2024. The operative Complaint alleges that Defendants G & H Pizza, Inc., Jill Michelle Gauthier
11 (*erroneously sued as Jill Marie Gauthier*), and John James Gauthier (“Defendants”) violated
12 California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to
13 provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay
14 premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay all final
15 wages, 7) failing to reimburse expenses, and 8) engaging in unfair competition. Plaintiff has also
16 alleged Defendants are liable for civil penalties under the Private Attorney’s General Act (“PAGA”)
17 based on these violations. Plaintiff sought attorneys’ fees and costs as part of this Action. Defendants
18 denied all of Plaintiff’s claims and denied that this case was appropriate for class treatment. No class
19 has been certified.

20 The parties have agreed to settle the class and PAGA claims. Defendants will provide
21 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
22 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
23 Release (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as
24 set forth in the Agreement. The Court, having received and considered Plaintiff’s Motion for
25 Preliminary Approval of Class Action and PAGA Settlement, the declarations in support, the
26 Agreement, the proposed Notice of Settlement, and other evidence, **HEREBY ORDERS AND**
27 **MAKES DETERMINATIONS AS FOLLOWS:**

1 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
2 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

3 The Court finds that certification of the following class for settlement purposes only is
4 appropriate under the California Code of Civil Procedure and related case law:

5 All non-exempt employees who did not sign an arbitration agreement and
6 who worked or continue to work for Defendants in California at any time
7 between January 26, 2020, up to March 16, 2026.

8 The Court recognizes that the foregoing definition is for Class Member identification purposes
9 only and is not intended to capture the claims at issue or limit or alter the released claims under the
10 Agreement.

11 The Court finds that Class Members meet the ascertainability and numerosity requirements since
12 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
13 the definition and the number of Class Members would make joinder impractical. The commonality and
14 predominance requirements are met for settlement purposes since there are questions of law and fact
15 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
16 contentions that Defendants caused the violations outlined above by 1) failing to compensate Plaintiff
17 and similarly situated employees for the time spent working off-the-clock, 2) failing to authorize and
18 permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods, 3) failing
19 to reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work
20 purposes, and 4) failing to provide Plaintiff and similarly situated employees with all their earned sick
21 pay. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also
22 derive from these violations. Additionally, Class Members seek the same remedies under state law.
23 The typicality requirement for settlement purposes is also satisfied since the claims of the Class
24 Representative are based on the same facts and legal theories as those applicable to the Class Members.

25 The Court also finds that preliminarily and conditionally certifying the settlement class is
26 required to avoid each Class Member from litigating similar claims individually. This Settlement will
27 achieve economies of scale for Class Members with relatively small individual claims and conserve the
28 resources of the judicial system.

1 The Court finds that Plaintiff Demecio Aguirre Villegas and Plaintiff's counsel, Galen T.
2 Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
3 representatives of the settlement class. The Court appoints them as Class Representative and Class
4 Counsel, respectively.

5 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

6 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
7 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and
8 adequate and falls within a range of reasonableness for a settlement that could ultimately be given final
9 approval by this Court. The Court finds the Settlement was agreed upon only after extensive
10 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
11 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
12 of continued litigation. The Court also acknowledges that Class Members may present any objections to
13 the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the
14 preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms
15 therein as if stated here in full, including the \$750,000 Gross Settlement Amount.

16 The Court orders that Plaintiff Demecio Aguirre Villegas will receive \$10,000 as an
17 Enhancement Payment in addition to any amount Plaintiff may be entitled to under the Agreement's pro
18 rata distribution formula for Plaintiff's time and effort on behalf of Class Members.

19 The Court approves of Apex Class Action, LLC acting as the Settlement Administrator in this
20 case and hereby appoints them to fulfill those duties as outlined in the Agreement. The Settlement
21 Administrator will take its fees out of the Gross Settlement Amount, which are not to exceed \$14,990.
22 Any difference between the actual cost of the Settlement Administrator and the approved payment will
23 be redistributed to Participating Class Members on a pro-rata basis.

24 The Court finds that an award of fees under the common fund doctrine may be appropriate in this
25 case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits
26 that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately
27 traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the
28 fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert*

1 *Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268,
 2 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers
 3 a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s
 4 fee from the fund as a whole.”). The Court finds the attorneys’ fees request of thirty-five percent (35%)
 5 of the Gross Settlement Amount, *i.e.*, \$262,500, to be appropriate compensation for Class Counsel. The
 6 attorneys’ fees request is within the range that has been approved by other Courts in similar cases and is
 7 reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on
 8 behalf of Class Members, and the contingent nature of the recovery over the course of this case, which
 9 included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the
 10 Court orders that up to \$10,000 of the settlement proceeds will be paid to Class Counsel for reasonable
 11 costs incurred in this case. Any difference between the actual costs incurred and the \$10,000 shall be
 12 paid to the Participating Class Members on a pro-rata basis.

13 The Court approves of the One Hundred Thousand (\$100,000) PAGA Payment, which shall be
 14 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
 15 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
 16 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved
 17 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
 18 provides a recovery that creates an effective, substantial deterrent to any potential future non-
 19 compliance, furthering the purpose of the Labor Code and LWDA.

20 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
 21 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
 22 deadline to do so shall be donated to Capital Pro Bono, Inc. *See In re Microsoft I-V Cases*, 135
 23 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for
 24 any reason.

25 The releases and waivers for Class Members who do not opt out of being bound by the
 26 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
 27 also approved by the Court as set forth in the Agreement.
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III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds that the revised Notice of Settlement, which was submitted as Exhibit A to the Supplemental Declaration of Justin P. Rodriguez, fairly and adequately advises Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice of Settlement and proposed distribution of such notice by (1) making the terms of the Settlement and documents filed in support of preliminary approval available online free of charge; and by (2) first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comports with all constitutional requirements, including those of due process.

The Court also finds that because there is a strong interest in providing Class Members the opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of privacy rights, the sharing of employment information as set forth in the Agreement is not a serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member information to the Settlement Administrator as set forth in the Agreement and any other information the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

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Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
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
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
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
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
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
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
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

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Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
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V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of September 3, 2026, at 8:15 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: 5/6/2026

By: 
Judge of the Superior Court

1 *Aguirre Villegas v. G&H Pizza, Inc.*
2 *Merced County Superior Court, 24CV-00447*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Deanna Morgensen, declare that:

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

8 On April 16, 2026, I served the following documents on the party below:

- 9 • **PROPOSED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY
10 APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

11 Ryan E. Abernethy (SBN 267538) 12 John Slavik (SBN 315977) 13 Weintraub Tobin 14 400 Capitol Mall, 11 th Floor 15 Sacramento, CA 95814 16 Phone: (916) 558-6000 17 Facsimile: (916) 446-1611 18 Email: rabernethy@weintraub.com 19 jslavik@weintraub.com 20 sheller@weintraub.com 21 kmartinez@weintraub.com	
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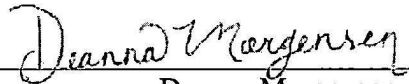
22 [] [By Mail] I am familiar with my employer's practice for the collection and
23 processing of correspondence for mailing with the United States Postal
24 Service and that each day's mail is deposited with the United States Postal
25 Service that same day in the ordinary course of business. On the date set
26 forth above, I served the aforementioned document(s) on the parties in
27 said action by placing a true copy thereof enclosed in a sealed envelope
28 with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Salt Lake City, Utah, addressed
as set forth above.

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

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

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

29 I declare under penalty of perjury under the laws of the State of California that the foregoing
30 is true and correct, and that this declaration was executed on April 16, 2026, at Salt Lake City,
31 Utah.

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33 _____
34 Deanna Morgensen