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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.

Case No. 24CV-00447

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

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF JUSTIN
P. RODRIGUEZ IN SUPPORT OF
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

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1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Demecio Aguirre Villegas (“Plaintiff”) herein. I am
4 making this supplemental declaration on behalf of the named Plaintiff, the putative class members, and
5 in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
6 (“Motion”).

7 2. I am submitting this declaration in response to the Court’s concerns identified in its
8 April 14, 2026, tentative ruling on the Motion and as further discussed at the April 15, 2026, hearing.

9 3. Attached as Exhibit A to this declaration is a true and correct copy of the revised Notice
10 of Settlement. Attached as Exhibit B to this declaration is a true and correct copy of the revised Notice
11 of Settlement in redline form. I have met and conferred with Defendants’ counsel regarding the Court’s
12 tentative ruling and discussions at hearing, the revisions to the Notice of Settlement, and the updated
13 proposed order reflecting the changes being made in advance of filing these documents. This includes
14 providing copies of the referenced documents as well. Defendants’ counsel has stated he has no
15 objection to these documents.

16 4. The Notice of Settlement has been revised to indicate where a web address will be
17 included by the Settlement Administrator. *See* Exhibit A, at pg. 4. This website will allow Class
18 Members to access, for free, the Agreement and the entire Motion, allowing Class Members to view the
19 Agreement, the operative pleading, and all facts and reasoning behind the settlement entered into by the
20 Parties. The website will be stated in addition to the Court’s public access portal. The Notice of
21 Settlement has also been revised to state the \$14,990 in Settlement Administrator Costs, consistent with
22 the not to exceed quote provided by Apex Class Action, LLC. *See* Exhibit A, at pg. 2.

23 5. We are filing an updated proposed order concurrently herewith, which is reflective of
24 the concerns raised in connection with the April 26, 2026, hearing. It has been revised to state \$14,990
25 for the Settlement Administrator Costs (pg. 3, line 21), note that a revised Notice of Settlement has
26 been submitted (pg. 5, lines 2-3), and state that notice to the class will include providing a web address
27 where the Agreement and approval filings will be made available to Class Members free of charge (pg.
28 5, lines 8-14).

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6. Because continuing the preliminary approval hearing three (3) weeks has delayed the anticipated notice and settlement administration timeline, the proposed date for final approval in the proposed order has been updated from August 13, 2026, to September 3, 2026 (pg. 7, lines 5-6).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 16, 2026, in Sacramento, California.

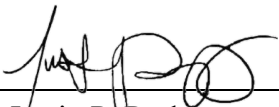

Justin P. Rodriguez

Exhibit A

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

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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 \$14,990, 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

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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,

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/> and [admin website url]. 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/> and [admin website url]. 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

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

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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

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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, 14,990, 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

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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,

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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/> and [\[admin website url\]](#). 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/> and [\[admin website url\]](#). 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

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 • **SUPPLEMENTAL DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF
10 PLAINTIFF'S MOTION FOR PRELIMINATION APPROVAL OF CLASS ACTION
11 AND PAGA SETTLEMENT**

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

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


Deanna Morgensen