



Superior Court of California, County of Sonoma

MINUTE ORDERS

24CV07499

SOLORIO vs IT'S JUST US, LLC,

Date of Hearing: August 26, 2026

Motion

Time: 3:00 PM

Courtroom 16

Judicial Officer: Elliot Lee Daum  
Court Reporter: None

Courtroom Clerk: Devon Hickey

**Parties Present:**

There are no appearances.

**Law and Motion Calendar:**

There being no opposition to the Court's tentative ruling and no timely request for oral argument, the Court **ADOPTS** its previously published tentative ruling as follows:

Plaintiff Esmeralda Valerio Solorio ("Plaintiff") moves on behalf of herself and all others similarly situated for an order: (1) Granting class certification of the Settlement Class, solely for settlement purposes pursuant to Code of Civil Procedure § 382; (2) Preliminarily approving the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ("Agreement"); (3) Appointing counsel for Plaintiff, Haulk & Herrera LLP, as Class Counsel; (4) Appointing Plaintiff as the Class Representative; (5) Approving the use of the proposed notice procedure and related notice form; (6) Approving ILYM Group, Inc. as the third-party administrator; (7) Directing that notice be mailed to the Settlement Class; and, (8) Scheduling a hearing date for motions for final approval of class action settlement and awards of attorneys' fees and costs.

I. Complaint

This action was filed on December 11, 2024. A First Amended Complaint was filed on January 7, 2025, and a Second Amended Complaint was filed on September 2, 2025. The Second Amended Complaint alleges causes of action for failure to provide meal and rest periods; failure to provide accurate wage statements; waiting time penalties for nonpayment of wages; violation of business and professions code section 17200; wrongful discharge in violation of public policy; retaliation in violation of the healthy workplace, healthy families act of 2014; and violation of the Private Attorney General Act ("PAGA").

The allegations are based upon Plaintiff's employment with Defendant It's Just Us, LLC dba Grossman's Noshery & Bar. Plaintiff worked as a baker from September 2023 until her termination on October 7, 2024. Plaintiff alleged that during her employment, she typically worked between 8.5 to 9 hours per day, starting before 5:00 a.m. and ending at approximately 1:00 or 2:00 p.m. Despite working shifts exceeding eight hours, Plaintiff was only provided one 30-minute meal break per shift, which was often delayed beyond the fifth hour of work (as reflected in her time records). Plaintiff alleged she did not receive any rest breaks.

On October 5, 2024, Plaintiff became ill at work and left early. The following

day, October 6, Plaintiff informed her supervisor that she remained unwell and intended to visit the hospital. Plaintiff alleges that when she insisted she was too ill to go to work, her supervisor fired her. She was reinstated for one day by the head chef but after she worked that day she was again terminated. She alleges the stated reasons were pretextual and were directly related to her taking time off of work due to her illness.

## II. Legal Standards

To prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The court must determine whether the settlement is fair, adequate, and reasonable. (*Id.*, at p. 1801.) The purpose of the requirement is “the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” (*Ibid.*)

“The trial court has broad discretion to determine whether the settlement is fair. [Citation.] It should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. [Citation.] The list of factors is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” [Citation.] “Ultimately, the [trial] court's determination is nothing more than ‘an amalgam of delicate balancing, gross approximations and rough justice.’ [Citation.]” (*Dunk v. Ford Motor Co.*, supra, at p. 1801.)

A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Id.*, p. 1802.)

The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 250.) In making this determination, the court considers all relevant factors including “the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128, citing *Dunk* at 1801.)

## III. Settlement

Plaintiff requests certification of the class for settlement purposes, to which Defendant stipulates. This court does not see any reason why the class should not be certified for settlement purposes.

Plaintiff's counsel estimated total class damages and penalties to be as high as approximately \$3,174,640 if Plaintiff were successful in certifying all of the claims and prevailing on the merits. (Haulk decl., ¶18.) The parties have agreed to settle this action for the Gross Settlement Amount of \$600,000.00 for a release of the wage and hour claims alleged in the Second Amended Complaint. There are approximately 262 Class Members who will receive, on average, \$1,261.45. (Haulk decl., ¶¶16, 32.) Class Members must opt out of the settlement. Mailed checks which remain uncashed after 180 days will be voided

and the funds will be delivered to the California Controller's Unclaimed Property Fund in the name of the Class Member.

Plaintiff's counsel describes his investigation of the case, mediation efforts which led to the settlement, the need to weigh risks of litigation, and his experience in similar cases. (Haulk decl., ¶¶6-8, 12-24.)

IV. Enhancement Award

Plaintiff seeks an enhancement award of \$7,500. Plaintiff and Plaintiff's counsel have provided declarations supporting the amount of the enhancement award.

V. Administration Expenses

The parties have agreed to use ILYM Group, Inc. as the Settlement Administrator. Administration expenses are not to exceed \$7,000.

VI. Attorney's Fees and Expenses

Plaintiff's counsel request 35% of the Gross Settlement Amount, \$210,000, and \$12,500 in expenses.

VII. PAGA Penalties

The settlement provides up to \$30,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA biweekly Pay Periods.

VIII. Conclusion

Based upon the foregoing, this court finds the Settlement Agreement is fair, adequate, and reasonable. **The motion is GRANTED. A final fairness hearing is hereby set for March 17, 2027, at 3:00 p.m., in Department 16.**

The court will sign the proposed order.

**Hearing Events/Documents Filed:**

- Court announces tentative decision
- The Court adopts its previously published tentative ruling

-End of Minute Order-

**Next Hearing(s) - Information current as of September 18, 2026:**

January 22, 2027 8:30 AM Jury Trial  
Courtroom 16  
Hon. Broderick, Patrick

March 17, 2027 3:00 PM Motion  
Courtroom 16  
Hon. Broderick, Patrick

*For more information please contact the Clerk's Office at (707) 521-6500 during official business hours.  
[www.sonoma.courts.ca.gov](http://www.sonoma.courts.ca.gov)*