

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Kristopher N. Tayyeb (SBN 320126)
ktayyeb@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE R. GRACIAS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

YALE MANAGEMENT SERVICES, INC.;
ALL IN ONE APARTMENT MAINTENANCE,
INC., a California Corporation; and DOES 2
through 100,

Defendants.

Case No.: 25STCV06844

*[Assigned for all purposes to the Hon.
Samantha P. Jessner, Dept. SS-7]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 27, 2026
Time: 10:00 a.m.
Dept.: SS-7

Complaint Filed: March 10, 2025
Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court,
3 on October 27, 2026 at 10:00 a.m. in Department SS-7 of the Superior Court of the State of
4 California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA

5 90012, Plaintiff Jose R. Gracias (“Plaintiff”), as an individual and on behalf of a class of
6 similarly situated individuals, will and hereby does move this Court for:

- 7 1. Preliminary approval of the proposed class settlement of this lawsuit;
- 8 2. Pursuant to section 382 of the California Code of Civil Procedure, provisional
9 certification of the following Settlement Class defined as follows:
10 All current and former non-exempt or hourly paid employees who worked
11 for Defendant All In One Apartment Maintenance, Inc. in California at any
12 time from March 10, 2021 through March 14, 2026 (“Class Period”).
- 13 3. Preliminary appointment of Plaintiff Jose R. Gracias as Class Representative;
- 14 4. Preliminary appointment of Paul K. Haines, Sean M. Blakely, and Kristopher N.
15 Tayyeb of Haines Law Group, APC as Class Counsel;
- 16 5. The scheduling of a hearing to consider whether the Settlement should be finally
17 approved and to permit a Class Representative Service Payment to Plaintiff, civil
18 penalties payable to the Labor & Workforce Development Agency (“LWDA”),
19 settlement administration costs, and attorneys’ fees and costs to Class Counsel;
- 20 6. Appointment of Xpand Legal Consulting as the third-party Settlement Administrator
21 for mailing notices; and
- 22 7. Approval of the proposed Class Notice and an order that is to be disseminated to the
23 Settlement Class as provided in the Settlement.

24 This Motion is based on this Notice of Motion; the attached Memorandum of Points and
25 Authorities; the supporting declarations of Paul K. Haines, Sean M. Blakely, Kristopher N.
26 Tayyeb, Plaintiff Jose R. Gracias, and Jonathan Paul of Xpand Legal Consulting, and the exhibits
27 attached thereto; the pleadings, and other papers filed in this Action; and on any further oral or
28 documentary evidence or argument presented at the time of the hearing. Given the multiplicity of
issues addressed herein, Plaintiff’s memorandum of points and authorities necessitates exceeding

1 the 20-page limit set forth in California Rule of Court 3.764(c)(2). As this Motion is unopposed,
2 Plaintiff respectfully requests that the Court consider the entire Motion, which is 23 pages in
3 length.

4
5 Dated: August 10, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

6
7
8 By: 
9 Paul K. Haines
Sean M. Blakely
10 Kristopher N. Tayyeb
Attorneys for Plaintiff
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I. INTRODUCTION	1
II. SUMMARY OF THE LITIGATION	2
A. THE PARTIES AND BRIEF PROCEDURAL HISTORY	2
B. PLAINTIFF’S CLAIMS AND ALL IN ONE’S DEFENSES	3
1. Unpaid Overtime Wages Due to Unlawful Timekeeping Policies/Practices.....	3
2. Meal Period Claims.....	4
3. Rest Period Claims.....	5
4. Failure to Reimburse For Necessary Business Expenses	5
5. Wage Statement Claims.....	6
6. Waiting Time Penalties.....	6
7. PAGA Civil Penalties	7
C. DISCOVERY AND MEDIATION.....	7
III. THE PROPOSED SETTLEMENT.....	8
A. ESSENTIAL TERMS OF THE SETTLEMENT	8
1. The Settlement Provides for Reasonable Monetary Payments	9
2. Attorneys’ Fees and Costs, Service Payment, and PAGA Payment.....	10
IV. ARGUMENT.....	11
A. PRELIMINARY APPROVAL IS WARRANTED	11
1. Standard for Preliminary Approval.....	12
a. The Strength of Plaintiff’s Case.....	12
b. Risk, Expense, Complexity, and Duration of Further Litigation.....	13
c. Risk of Maintaining Class Action Status	13
d. Amount Offered in Settlement Given Realistic Value of Claims.....	13
e. The Experience and Views of Counsel	18
2. The Preliminary Approval Standard Is Met.....	18
a. The Settlement Is Within the Range of Possible Approval.....	19
b. The Settlement Resulted from Serious, Informed Negotiations	20

1	c. The Settlement Is Devoid of Obvious Deficiencies	20
2	B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS.....	20
3	1. The Proposed Class Is Ascertainable and Numerous	20
4	2. Common Issues of Law and Fact Predominate.....	21
5	3. The Claims of the Named Plaintiff Are Typical.....	21
6	4. Plaintiff and Class Counsel Will Fairly and Adequately Represent the	
7	Class.....	22
8	C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE	22
9	D. THE COURT SHOULD SET A FINAL APPROVAL HEARING	23
10	V. CONCLUSION.....	23

TABLE OF AUTHORITIES

Federal Cases

Dunleavy v. Nadler

213 F.3d 454 (9th Cir. 2000) 19

Eisen v. Carlisle & Jacquelin

417 U.S. 156 (1974)..... 22

Hanlon v. Chrysler Corp.

150 F.3d 1011 (9th Cir. 1998) 12

In re Pacific Enterprises Securities Litigation

47 F.3d 373 (9th Cir. 1995) 18

In re Syncor ERISA Litig.

516 F.3d 1095 (9th Cir. 2008) 12

Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.

221 F.R.D. 523 (C.D. Cal. 2004) 19

State Cases

Augustus v. ABM Security Services, Inc.

2 Cal.5th 257 (2016) 5

Amaral v. Cintas Corp. No. 2

(2008) 163 Cal.App.4th 1157 17

B.W.I. Custom Kitchen v. Owens-Illinois, Inc.

(1987) 191 Cal.App.3d 1341 21

Benton v. Telecom Network Specialists, Inc.

(2013) 220 Cal.App.4th 701 21

Bowles v. Sup. Ct.

(1955) 44 Cal.2d 574 21

Brinker Rest. Corp. v. Sup. Ct.

(2012) 53 Cal.4th 1004 4

Capital People First v. State Dept. of Developmental Services

1	(2007) 155 Cal.App.4th 676	22
2	<i>Chindarah v. Pick Up Stix, Inc.</i>	
3	(2009) 171 Cal.App.4th 796	13
4	<i>Carrington v. Starbucks Corp.</i>	
5	(2018) 30 Cal.App.5th 504	7
6	<i>Dunk v. Ford Motor Co.</i>	
7	(1996) 48 Cal.App.4th 1794	12
8	<i>Gattuso v. Harte-Hanks Shoppers, Inc.</i>	
9	42 Cal.4th 554 (2007)	6
10	<i>In re Cellphone Fee Termination Cases</i>	
11	(2010) 186 Cal.App.4th 1380	10
12	<i>Kullar v. Foot Locker Retail, Inc.</i>	
13	(2008) 168 Cal.App.4th 116	12, 18, 20
14	<i>Laffitte v. Robert Half Int’l, Inc.</i>	
15	(2016) 1 Cal.5th 480	11
16	<i>Maldonado v. Epsilon Plastics, Inc.</i>	
17	(2018) 22 Cal.App.5th 1308	6
18	<i>McGhee v. Bank of America</i>	
19	(1976) 60 Cal.App.3d 442	22
20	<i>Price v. Starbucks Corp.</i>	
21	(2011) 192 Cal.App.4th 1136	7
22	<i>Reed v. United Teachers Los Angeles</i>	
23	(2012) 208 Cal.App.4th 322	12
24	<i>Sav-On Drug Store, Inc. v. Superior Court (Rocher)</i>	
25	(2004) 34 Cal.4th 319	21
26	<i>Sevidal v. Target Corp.</i>	
27	(2010) 189 Cal.App.4th 905	20
28	<i>Thurman v. Bayshore Transit Mgmt., Inc.</i>	

1	(2012) 203 Cal.App.4th 1112	7, 17
2	<i>Wershba v. Apple Computer, Inc.</i>	
3	(2001) 91 Cal.App.4th at 245	12
4	<u>State Statues and Rules</u>	
5	8 Cal. Code Regs. ¶ 13520.....	7
6	Cal. Code Civ. Proc. ¶ 382.....	20
7	California Rule of Court 3.769	23
8	Lab. Code ¶ 2699(e)(2)	7
9	Labor Code ¶ 226(e)	16
10	<u>Unpublished Cases</u>	
11	<i>Bercea v. AE Retail West</i>	
12	Case No. 34-2012-00123947 (Sacramento County Super. Ct. May 9, 2012)	19
13	<i>Chu v. Wells Fargo Investments, LLC</i>	
14	Case No. C 05-4526 MHP	
15	2011 WL 672645 at *1 (N.D. Cal. 2011)	11
16	<i>Doty v. Costco Wholesale Corp.</i>	
17	Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007)	19
18	<i>Fleming v. Covidien Inc.</i>	
19	(C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx)	
20	2011 WL 7563047	7, 17, 18
21	<i>Glass v. UBS Finan. Servs.</i>	
22	Case No. C-06-4068 MMC	
23	2007 WL 221862 (N.D. Cal. 2007)	19
24	<i>Gomez v. Amadeus Salon, Inc.</i>	
25	Case No. BC392297 (Los Angeles County Super. Ct. July 23, 2010)	19
26	<i>Green v. Lawrence Service Co.</i>	
27	2013 WL 3907506 (C.D. Cal. 2013).....	17
28	<i>Lazarin v. Pro Unlimited, Inc.</i>	

1	Case No. C11-03609 HRL	
2	2013 WL 3541217 (N.D. Cal. 2013)	11
3	<i>Lim v. Victoria's Secret Stores, Inc.</i>	
4	Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006).....	19
5	<i>Palencia v. 99 Cents Only Stores</i>	
6	Case No. 34-2010-00079619 (Sacramento County Super. Ct.).....	19
7	<i>Ressler v. Federated Department Stores, Inc.</i>	
8	Case No. BC335018 (Los Angeles County Super. Ct. Jan. 2, 2009).....	19
9	<i>Schiller v. David's Bridal, Inc.</i>	
10	Case No. 1:10-cv-00616-AWI-SKO	
11	2012 WL 2117001 (E.D. Cal. June 11, 2012)	19
12	<i>Sorenson v. PetSmart, Inc.</i>	
13	Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008)	19
14	<i>Williams v. Centerplate, Inc.</i>	
15	Case Nos. 11-CV-2159-H-KSC	
16	12-CV-0008-H-KSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013).....	20
17	<u>Other Sources</u>	
18	4 Newberg on Class Actions ¶ 11:24-25 (4th Ed. 2013)	19
19	4 Newberg on Class Actions ¶ 14.6 (4th Ed. 2013).....	11
20	Manual for Complex Litigation ¶ 30.41(3rd Ed. 1995).....	19

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jose R. Gracias (hereinafter “Plaintiff”) brought this class and representative
4 action for various wage and hour violations on behalf of current and former non-exempt
5 employees who worked for Defendant All In One Apartment Maintenance, Inc. (“All In One”) in
6 California from March 10, 2021 through March 14, 2026 (the “Class Period”). Plaintiff’s primary
7 allegations are that All In One failed to pay all overtime wages for all hours worked, failed to
8 provide all legally compliant meal periods, failed to authorize and permit all required rest periods,
9 and failed to reimburse for all necessary business expenditures. As a result of these alleged
10 violations, Plaintiff also brought derivative claims for All In One’s alleged failure to issue
11 accurate and compliant wage statements, its failure to pay all final wages owed, and for civil
12 penalties under the Private Attorneys’ General Act (“PAGA”).¹

13 Plaintiff now respectfully requests that this Court preliminarily approve this non-
14 reversionary, common-fund class action settlement,² in which All in One has agreed to pay Three
15 Hundred Eighty Thousand Dollars and Zero Cents (\$380,000.00) to the following Settlement
16 Class:

17 All current and former non-exempt or hourly paid employees who worked
18 for Defendant All In One Apartment Maintenance, Inc. in California from
19 March 10, 2021 through March 14, 2026 (“Class Period”).

20 If the Settlement is approved, All In One will pay a non-reversionary Gross Settlement
21 Amount of \$380,000.00. After deducting administration costs, Plaintiff’s requested Class

22 ¹ The operative First Amended Class and Representative Action Complaint (“FAC”) pleads the
23 following causes of action: (1) failure to pay all overtime wages; (2) meal period violations; (3)
24 rest period violations; (4) failure to reimburse for all necessary business expenditures; (5) wage
25 statement penalties; (6) waiting time penalties; (7) unfair competition in violation of Cal. Business
& Professions Code § 17200, *et seq.*; and (8) civil penalties under the Private Attorneys General
Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”).

26 ² The Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”) is attached
27 to the Declaration of Sean M. Blakely as **Exhibit 1**. The proposed Court Approved Notice of
28 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached
to the Settlement as **Exhibit A**. All defined terms in this motion have the same definition as that
in the Settlement.

Representative Service Payment, the amount set aside as PAGA civil penalties, and requested attorneys' fees and costs, the Net Settlement Amount of approximately \$196,000.00 will be distributed to all Class Members who do not opt out of the Settlement based on the proportionate number of workweeks worked by each Class Member during the Class Period. Additionally, all non-exempt employees who worked for All In One in California from March 11, 2024 to March 14, 2026 (the "PAGA Period") will also receive a portion of their 35% share of the \$15,000.00 designated as PAGA Penalties based on the proportionate number of pay periods worked during the PAGA Period.

Significantly, Class Members do not need to file a claim to reap the financial benefits of the Settlement, as all Class Members will automatically receive a payment unless they affirmatively opt out. There are approximately 65 Class Members, and **the average payment to participating Class Members is projected to be approximately \$3,015.38**, an excellent result for the Settlement Class.

The proposed Settlement is well within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by Plaintiff and the Settlement Class. For the reasons discussed herein, Plaintiff respectfully requests that this Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES AND BRIEF PROCEDURAL HISTORY

All In One provides property management services primarily in Los Angeles County. *See* Declaration of Sean M. Blakely ("Blakely Decl."), ¶ 8. Plaintiff was employed by All In One as a non-exempt Maintenance Technician from approximately 2006 to 2026 providing repair services including plumbing, carpentry, electrical repair, and other minor construction tasks to different rental properties in the region of the San Fernando Valley. *See* Declaration of Plaintiff Jose R. Gracias ("Gracias Decl."), ¶ 2.

On March 10, 2025, Plaintiff filed this class action asserting causes of action for failure to: (1) pay all overtime wages; (2) provide compliant meal periods; (3) authorize and permit

compliant rest periods; (4) reimburse for all necessary business expenditures; (5) provide accurate itemized wage statements; (6) timely pay all final wages; and (7) refrain from unfair competition in violation of California Business & Professions Code ¶ 17200, *et seq.* Blakely Decl., ¶ 9. The class action was originally filed against Defendant Yale Management Services, Inc. (“Yale Management”). *Id.* On March 11, 2025, Plaintiff also sent his PAGA notification letter to the LWDA. *Id.*; Exhibit 2 (Gracias LWDA Letter). On May 5, 2025, Plaintiff sent a supplemental PAGA letter to the LWDA, which added All In One as a corporate defendant to Plaintiff’s claim originally submitted on March 11, 2025. *Id.*; Exhibit 3 (Gracias Supplemental LWDA Letter).

On May 7, 2025, Plaintiff filed his Amendment to Complaint identifying All In One as DOE 1 to the class action complaint. Blakely Decl., ¶ 9. Subsequently, on May 16, 2025, Plaintiff filed his operative First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the PAGA. *Id.* Thereafter, Yale Management provided information to Plaintiff demonstrating that Yale Management was improperly named as a defendant in this action, and that the proper employing defendant entity of Plaintiff and the putative class is All in One. *Id.* On July 3, 2025, the Court granted the Parties stipulation to dismiss Yale Management without prejudice. *Id.*

B. PLAINTIFF’S CLAIMS AND ALL IN ONE’S DEFENSES

1. Unpaid Overtime Wages Due to Unlawful Timekeeping Policies/Practices

Plaintiff contends that All In One utilized a timekeeping system that systematically underpaid wages to Class Members. Blakely Decl., ¶ 14. Specifically, Plaintiff contends that throughout the Class Period, Plaintiff and other non-exempt employees did not clock in or out for their shifts, as All In One required employees to record only their pre-scheduled shift times, rather than the actual hours they worked, resulting in an underpayment of overtime wages to Class Members. *Id.* Plaintiff also contends that he and other non-exempt employees were required to report to home improvement stores, for example, before the start of their scheduled shifts to purchase supplies, but All In One did not pay them for this off-the-clock time. *Id.* Further, Plaintiff alleges that from the beginning of the Class Period until approximately 2023, All In One paid

1 employees what amounted to a flat semi-monthly salary and did not record or report hours
2 worked. *Id.*

3 All In One counters that its timekeeping policies/practices complied with California law
4 and that it has always properly compensated Class Members for all hours worked throughout the
5 Class Period. Blakely Decl., ¶ 14. All In One argues that employees were required to accurately
6 record their hours worked through written time sheets, and that All In One paid Class Members
7 for all hours recorded. *Id.* All In One further contends that no off-the-clock work was actually
8 being performed prior to the scheduled start or end of shifts, and that All In One's policies
9 specifically disavow off-the-clock work. *Id.* Finally, All In One asserts that Plaintiff would be
10 unable to certify this claim since its timekeeping policies/practices are facially compliant and
11 individualized inquiries would be necessary as to whether employees were in fact underpaid for
12 each workday in question (including whether they were actually working when they were clocked
13 in), resulting in an unmanageable series of mini-trials. *Id.*

14 **2. Meal Period Claims**

15 Plaintiff alleges that All In One failed to provide legally compliant first meal periods such
16 that first meal periods were regularly late and/or less than 30-minutes. Blakely Decl., ¶ 15.
17 Plaintiff alleges that All In One required employees to input a meal period from 12:00 p.m. –
18 12:30 p.m. into their time sheets for each shift during the Class Period, whether or not a compliant
19 first meal period was in fact provided. *Id.*

20 All In One argues that it maintained compliant meal period policies throughout the Class
21 Period and provided compliant meal periods in line with those policies. Blakely Decl., ¶ 15. All
22 In One further argues that it provided employees the opportunity to take meal periods and is not
23 required to ensure they are taken. *Id.*; see *Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1034
24 (2012) (rejecting “ensure” standard). Thus, All In One argues that any missed, late or short meal
25 periods resulted from lawful employee waiver or choice rather than any policy and/or practice of
26 All In One. Blakely Decl., ¶ 15. Finally, All In One argues that these claims are not suited for
27 class treatment, as individual inquiries would be needed to assess which employees took non-
28 compliant meal periods or missed meal periods, how many meal periods were non-compliant or

missed, whether there was a valid waiver, and the reasons why a particular employee did not take a compliant meal period on a particular shift. *Id.*

3. Rest Period Claims

Plaintiff alleges that All In One's policies/practices failed to provide for legally compliant off-duty rest periods. Blakely Decl., ¶ 16. Specifically, Plaintiff alleges that All In One maintained facially non-compliant rest period policies until May 2025 that provided rest periods "for every four hours worked," rather than for every "four (4) hours or major fraction thereof" as required by the Wage Orders. *Id.* The pre-May 2025 policy also required that rest period "time must be approved by your Direct Supervisor each day," which Plaintiff contends is contrary to California law which requires employers to provide off-duty rest periods to its non-exempt employees. *Id.*; see *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260, 265-266 (2016) ("During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time...") (emphasis added). Further, Plaintiff reports that he was instructed by his supervisor that he was not allowed to take rest breaks at all. *Id.* Plaintiff asserts that the combined verbal prohibition on taking any rest periods and written requirement for supervisor approval results in a failure to authorize and permit rest periods altogether. *Id.*

All In One counters that it corrected its pre-May 2025 rest period policy, and has, in fact, authorized and permitted all required rest periods to Class Members. Blakely Decl., ¶ 16. Furthermore, All In One argues that Plaintiff's rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. *Id.* These manageability concerns are especially pertinent with respect to rest period claims, All In One argues, given that rest periods are not recorded. *Id.*

4. Failure to Reimburse For Necessary Business Expenses

Plaintiff alleges that he and other employees were required to use their personal cellular phones for work-related purposes, and use their personal vehicles to travel to different properties

1 managed by All In One within the same workday, but were not reimbursed for these necessary
2 business expenses in violation of California Labor Code §§ 2802 and 2804. Blakely Decl., ¶ 17.
3 In response, All In One argues that employees were reimbursed for mileage and cellular phone
4 expenses that they submitted. *Id.* All In One further contends that this claim would require
5 individual inquiries into whether Class Members actually used their personal cellular phones and
6 vehicles for work purposes, how much expense they incurred, whether they submitted a request
7 for reimbursement, and the reasonableness of that expense, thus precluding class certification.
8 *Id.*; see also, e.g., *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007) (“In
9 calculating the reimbursement amount due under section 2802, the employer may consider not
10 only the actual expenses that the employee incurred, but also whether each of those expenses was
11 ‘necessary,’ which in turn depends on the reasonableness of the employee’s choices”).

12 **5. Wage Statement Claims**

13 As a result of the unpaid wages and unpaid meal and rest period premium wages described
14 above, Plaintiff alleges that All In One is liable for wage statement penalties pursuant to Labor
15 Code ¶ 226. Blakely Decl., ¶ 18. All In One argues any alleged wage statement violations were
16 not “knowing and intentional,” and Plaintiff cannot show that he or other employees “suffer[ed]
17 injury” due to the alleged wage statement violations, as required by Labor Code § 226(e) for the
18 imposition of penalties. Blakely Decl., ¶ 18. Further, All In One contends its wage statements
19 always accurately reflected hours worked and amounts paid as well as all other required
20 information, precluding liability for wage statement penalties under *Maldonado v. Epsilon*
21 *Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) (agreeing with employer’s “commonsense
22 position that the pay stubs were accurate in that they correctly reflected the hours worked and the
23 pay received...The purpose of section 226 is to *document* the *paid wages* to ensure the employee
24 is fully informed regarding the calculation of those wages.”) (Italics in original). Blakely Decl., ¶
25 18.

26 **6. Waiting Time Penalties**

27 As a further result of the unpaid wages and unpaid meal and rest period premium wages
28 described above, Plaintiff alleges that All In One failed to comply with its final pay obligations

1 set forth in Labor Code §§ 201-203. Blakely Decl., ¶ 19.

2 All In One argues that it possesses strong, good-faith defenses to Plaintiff's underlying
3 claims, thus precluding recovery of waiting time penalties, which are only available for the
4 "willful" failure to pay wages. Blakely Decl., ¶ 19; see also 8 Cal. Code Regs. § 13520 ("[A]
5 good faith dispute that any wages are due will preclude imposition of waiting time penalties under
6 Section 203 . . . A 'good faith' dispute that any wages are due occurs when an employer presents
7 a defense, based in law or fact which, if successful, would preclude any recovery on the part of
8 the employee"). All In One further asserts that Plaintiff's waiting time penalty exposure was
9 grossly inflated as not every former employee experienced the alleged Labor Code violations.
10 Blakely Decl., ¶ 19.

11 **7. PAGA Civil Penalties**

12 As a result of the foregoing Labor Code violations, Plaintiff alleges that All In One is
13 liable for civil penalties under the PAGA. Blakely Decl., ¶ 20. Since Plaintiff's PAGA claim is
14 derivative of Plaintiff's underlying wage claims, All In One asserts the PAGA claim would fail
15 with those claims. *Id.*; see *Price v. Starbucks Corp.* 192 Cal.App.4th 1136, 1147 (2011) ("Because
16 the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). All In One
17 further maintains that, given its good-faith defenses, this Court would exercise its discretion to
18 substantially reduce any PAGA penalties if it were to find All In One liable for any of Plaintiff's
19 claims. Blakely Decl., ¶ 20; see Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt.,*
20 *Inc.* 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v.*
21 *Covidien Inc.*, Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (C.D. Cal. 2011)
22 (reducing PAGA penalties by over 82% in part because employer "not aware" of violations);
23 *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty
24 of just \$5 per pay period where employer made "good faith attempts" to comply with the law).

25 **C. DISCOVERY AND MEDIATION**

26 In connection with mediation, the Parties engaged in extensive informal discovery.
27 Blakely Decl., ¶ 10. All In One provided Plaintiff with payroll records for the entire putative class
28 during the Class Period, and Plaintiff's personnel file, timesheets, and wage statements. *Id.* All In

One also provided a number of relevant data points, including the total number of putative class members (as well as the size of the putative waiting time and wage statement classes), the putative class members' average hourly rate of pay, the number of aggregate workweeks worked by putative class members during the Class Period, the size of the putative PAGA group, and the number of aggregate pay periods worked during the PAGA/wage statement period. *Id.* All In One also provided its relevant written policies and employee handbooks used during the Class Period. *Id.* Plaintiff conducted a comprehensive analysis and extrapolation of the data produced by All In One to calculate All In One's potential classwide exposure for each of Plaintiff's claims. *Id.* This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and All In One's potential defenses. *Id.*

On January 13, 2026, the Parties participated in a full-day mediation with Steven G. Mehta, Esq., a well-respected wage and hour class action mediator. Blakely Decl., ¶ 11. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. *Id.* At the conclusion of mediation, Mr. Mehta issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by both sides. *Id.* During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement now before the court. *Id.*

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

If the Court preliminarily approves the Settlement, All In One will pay a Gross Settlement Amount of \$380,000.00. *See* Settlement, ¶ 1.21. Significantly, this Settlement is non-reversionary, and no Class Member will have to submit a claim form to receive an Individual Class Payment. *Id.*, at ¶ 3.1. Each Class Member will automatically receive an Individual Class Payment unless they affirmatively opt out of the Settlement. *Id.* The monetary terms of the Settlement are summarized below:

- Gross Settlement Amount: \$380,000.00
- Minus Court-approved attorneys' fees: \$133,000.00
- Minus Court-approved verified costs (up to): \$20,000.00

• Minus Court-approved Service Payment:	\$10,000.00
• Minus amount set aside as PAGA penalties:	\$15,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$6,000.00</u>
Net Settlement Amount:	\$196,000.00
• Plus 35% “PAGA Amount” to Settlement Class:	\$5,250.00
Total Amount Paid to Settlement Class members:	\$201,250.00

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for the Court-approved attorneys’ fees and costs, Class Representative Service Payment to Plaintiff, the amount set aside as PAGA civil penalties, and settlement administration costs, the Settlement requires All In One to pay a Net Settlement Amount of at least \$196,000.00 to all Class Members who do not timely opt-out. *See* Settlement, ¶ 1.27. The Net Settlement Amount shall be distributed to participating Class Members based on each participating Class member’s proportionate workweeks worked during the Class Period. *See* Settlement, ¶ 3.2.4. For tax purposes, each Individual Class Payment will be allocated as 20% wages (W-2) and 80% penalties and interest (1099). *Id.*, ¶ 3.2.4.1. Further, employer-side payroll taxes shall be paid by All In One separately and in addition to the Gross Settlement Amount. *Id.*, ¶ 3.1.

In addition to the Net Settlement Amount, each Aggrieved Employee who was employed by All In One at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a share of 35% of the portion of the Gross Settlement Amount that has been designated as the “PAGA Penalties” (i.e., \$5,250.00) proportionate to the number of pay periods worked during the PAGA Period. *Id.*, at ¶ 3.2.5.1. Aggrieved Employees assume full responsibility for and liability for any taxes owed on their Individual PAGA Payments, which will be reported on IRS 1099 Forms. *Id.*, at ¶ 3.2.5.2.

According to All In One, there are approximately 65 Class Members. Blakely Decl., ¶ 13. Therefore, the average Individual Settlement Payment from the Net Settlement Amount is projected to be approximately \$3,015.38. *Id.* There are also approximately 63 Aggrieved Employees employed during the PAGA Period who will each receive an average of approximately \$83.33 from the PAGA Amount. *Id.*

Class Members will have sixty (60) calendar days from the mailing of the Class Notice to

1 opt out or object to the Settlement, thereby providing ample time to review the Class Notice
2 without unduly delaying the Settlement. *See* Settlement, ¶ 1.41. Those Settlement Class members
3 who do not opt out of the Settlement will be bound by its terms and will release all claims against
4 All In One included within the Settlement. *See Id.*, at ¶¶ 1.34, 5.2.

5 **2. Attorneys’ Fees and Costs, Service Payment, and PAGA Payment**

6 Plaintiff will apply for a Class Representative Service Payment at the time of seeking final
7 approval of the proposed class action settlement in the amount of \$10,000.00 for his service to
8 the Settlement Class. *See* Settlement, ¶¶ 1.14, 3.2.1; Blakely Decl., ¶ 24. “[I]ncentive Payments
9 are fairly typical in class action cases . . . and are intended to compensate class representatives for
10 work done on behalf of the class [and] to make up for financial or reputational risk undertaken in
11 bringing the action.” *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94
12 (2010). As will be fully briefed at the time of final approval, Plaintiff’s requested Service Payment
13 is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class,
14 including providing substantial factual information and documents to Class Counsel, discussing
15 the claims and theories at issue in the litigation, actively participating in the prosecution of his
16 claims, as well as the significant risks Plaintiff undertook by agreeing to serve as the named
17 plaintiff in this case. *See* Blakely Decl., ¶ 24; *see also* Gracias Decl., ¶¶ 4-5.

18 Class Counsel will also apply for an attorneys’ fees award of thirty-five percent (35%) of
19 the Gross Settlement Amount, which is currently estimated to be \$133,000.00, and up to
20 \$20,000.00 in verified costs reimbursement. *See* Settlement, ¶ 3.2.2; Blakely Decl., ¶ 23. Plaintiff
21 submits that the requested fee is fair compensation for undertaking a complex, risky, expensive,
22 and time-consuming litigation on a purely contingent fee basis. Blakely Decl., ¶ 23. Class Counsel
23 has incurred substantial attorneys’ fees conducting pre-filing investigation, analyzing Plaintiff’s
24 claims, conducting legal research, conducting extensive informal discovery, analyzing Class
25 Members’ payroll records, creating a comprehensive damages model, preparing for and attending
26 mediation, negotiating and preparing the long-form Settlement, preparing this Motion, and
27 otherwise litigating the case. *Id.* Class Counsel expects to expend additional attorney time in
28 attending the hearing on this Motion, overseeing the Notice process and fielding questions from

1 Class Members, preparing the Final Approval papers, and attending the Final Approval hearing.
2 *Id.*

3 California courts recognize that an appropriate method for awarding attorneys' fees in
4 class actions is to award a percentage of the "common fund" created as a result of a settlement.
5 *See, e.g., Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016) (holding "the percentage of
6 fund method survives in California class action cases"). Class Counsel's request for fees of thirty-
7 five percent (35%) of the Gross Settlement Amount is well within the range of reasonableness
8 and indeed is considered the typical rate for common fund settlements. Historically, courts have
9 awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case.
10 *See* 4 Newberg on Class Actions ¶ 14.6 (4th Ed. 2013).

11 Class Counsel submit that their request for attorneys' fees is reasonable when viewed as
12 an overall percentage of the Settlement and in light of the substantial risks and significant work
13 undertaken, the results obtained, and the efficiency with which the litigation has been conducted.
14 Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees
15 and verified costs upon seeking final approval.

16 Additionally, the parties have agreed to designate \$15,000.00 of the Gross Settlement
17 Amount as PAGA civil penalties, of which \$9,750.00 (65%) will be paid to the LWDA, with the
18 remaining \$5,250.00 (35%) for distribution to the Aggrieved Employees, as the PAGA requires
19 such penalties to be allocated per Labor Code § 2699(m). *See* Settlement, ¶ 3.2.5. Plaintiff submits
20 this allocation to the LWDA for civil PAGA penalties is appropriate. *See, e.g., Chu v. Wells Fargo*
21 *Investments, LLC*, Case No. C 05-4526 MHP, 2011 WL 672645 at *1 (N.D. Cal. 2011) (approving
22 PAGA payment of \$7,500 to LWDA out of \$6.9 million common-fund settlement); *Lazarin v.*
23 *Pro Unlimited, Inc.*, Case No. C11-03609 HRL, 2013 WL 3541217 (N.D. Cal. 2013) (approving
24 PAGA payment of \$7,500 to LWDA out of \$1.25 million common-fund settlement).

25 **IV. ARGUMENT**

26 **A. PRELIMINARY APPROVAL IS WARRANTED**

27 California Rule of Court 3.769 conditions settlement of a class action on court approval,
28 which is generally evaluated under the federal standards applicable under Rule 23 of the Federal

Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires trial court to determine “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires the trial court to determine “whether a proposed settlement is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court’s role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement was negotiated at arm’s-length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: “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, [and] the experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “The list of factors is not exclusive, and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th at 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. The Strength of Plaintiff’s Case

Although Plaintiff steadfastly maintains that his claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described above, All In One presented multiple defenses to Plaintiff’s claims, both on the merits and with respect to class certification. Thus, while Plaintiff was prepared to litigate these claims through class certification and ultimately trial, success was far from certain.

///

1 **b. Risk, Expense, Complexity, and Duration of Further Litigation**

2 Although the Parties engaged in significant informal discovery prior to mediation, the
3 Parties still had significant formal discovery to complete had the matter not been settled. Blakely
4 Decl., ¶ 22. This would have required the expenditure of substantial time and resources by both
5 Parties that would have very likely spanned several years. *Id.* Even if Plaintiff were to certify the
6 proposed classes, the Parties would incur considerably more attorneys' fees and costs through a
7 possible decertification motion, trial, and possible appeal. *Id.* This Settlement avoids those risks
8 and the accompanying expense. *Id.*

9 **c. Risk of Maintaining Class Action Status**

10 Plaintiff has not yet filed his motion for class certification, and as such, the extent to which
11 Plaintiff's proposed classes were certifiable is somewhat speculative. Absent settlement, there
12 was a risk that there would not be a certified class at the time of trial, or if there were, it would
13 consist of a significantly smaller group of employees than the proposed Settlement Class (either
14 due to a narrowing of the class definition in a Court order on a contested motion for class
15 certification, or through individual settlements entered into by All In One with class members by
16 way of *Pick Up Stix* type settlement agreements³), and the expected recovery could be
17 significantly reduced, given the settlement amounts that are typically offered through the *Pick Up*
18 *Stix* process. Thus, this factor, too, supports preliminary approval of the settlement.

19 **d. Amount Offered in Settlement Given Realistic Value of Claims**

20 The Settlement provides a positive recovery for the Settlement Class in the face of
21 disputed claims. Plaintiff conducted a detailed analysis of alleged unpaid overtime wages, meal
22 and rest period premium payments owing, unreimbursed business expenses, wage statement
23 penalties, waiting time penalties, and PAGA civil penalties. A summary of the results of
24 Plaintiff's exposure analysis is discussed below:

25 _____
26 ³ In *Chindarah v. Pick Up Stix, Inc.*, 171 Cal.App.4th 796 (2009), the Court of Appeal held an
27 employer may enter into pre-certification settlement agreements with individual putative class
28 members in which the putative class members release claims for past unpaid wages and penalties
in exchange for consideration. The Court further held that such settlements could preclude those
individual employees from recovery in class action litigation against the employer for the same
wage claims.

1 Unpaid Wages Due to Unlawful Timekeeping Policies/Practices: **\$130,210**

2 Plaintiff alleges All In One underpaid Class Members due to timekeeping
3 policies/practices that compensate employees for scheduled hours, as opposed to all hours
4 actually worked. Blakely Decl., ¶ 14. Plaintiff estimated that each shift resulted in approximately
5 30 minutes of unpaid overtime due to Defendant’s policy of requiring employees to record only
6 scheduled hours rather than actual hours worked. *Id.* Plaintiff therefore calculated All In One’s
7 maximum exposure for unpaid overtime at approximately \$651,047 (30 minutes per shift * \$38.28
8 average overtime rate * 34,015 shifts). *Id.*

9 As noted above, however, All In One contends that it maintained lawful timekeeping
10 policies and/or practices and compensated Class Members for all hours actually worked. Blakely
11 Decl., ¶ 14. All In One also asserts that this claim is not amenable to class certification as
12 individualized inquiries would be required to determine whether each Class Member performed
13 pre-shift and post-shift work on a particular shift, and whether All In One was aware that such
14 work was being performed. *Id.* In light of All In One’s arguments and defenses, Plaintiff
15 discounted the maximum recovery on this claim by 50% to account for the risk of non-
16 certification and an additional 60% to account for being unsuccessful on the merits or failure to
17 recover the full amount sought, for a projected total of approximately \$130,210. *Id.*

18 Meal Period Violations: **\$117,187**

19 Plaintiff estimated that he and other non-exempt employees were provided with non-
20 compliant first meal periods on approximately 75% of all shifts over 6.0 hours during the Class
21 Period. Blakely Decl., ¶ 15. Therefore, Plaintiff calculated All In One’s maximum exposure for
22 meal period violations at approximately \$651,040 (25,511 non-compliant first meal periods *
23 \$25.52 average premium). *Id.*

24 However, as noted above, All In One contends that it provided compliant first meal
25 periods throughout the Class Period, and argues that under *Brinker* it is only required to “provide”
26 the opportunity to take meal periods, not “ensure” meal periods are taken, and any non-complaint
27 meal periods were the result of lawful employee waiver or choice. Blakely Decl., ¶ 15. All In One
28 also maintains that the meal period claim is not suited for class certification, since individual

1 inquiries would be needed to assess which employees took non-compliant meal periods or missed
2 meal periods, how many meal periods were non-compliant or missed, and the reasons why a
3 particular employee did not take a compliant meal period on a particular shift. *Id.* In light of these
4 defenses and arguments, Plaintiff discounted All In One's maximum exposure by 55% for the
5 risk of non-certification, and an additional 60% to account for All In One's defenses on the merits
6 or failing to recover the full amount sought, to arrive at an estimated total of approximately
7 \$117,187. *Id.*

8 **Rest Period Violations: \$106,338**

9 Plaintiff contends that he and other non-exempt employees were not authorized or
10 permitted to take legally-compliant rest periods during the Class Period. Blakely Decl., ¶ 16. As
11 such, Plaintiff calculates All In One's maximum exposure for rest period violations at
12 approximately \$868,063 (34,015 shifts * \$25.52 average rest period premium). *Id.*

13 However, All In One contends again that it has always authorized and permitted
14 employees a 10-minute rest period for every four hours worked, or major fraction thereof, and
15 that any failure to take rest periods was as a result of employee choice, rather than any All In One
16 policy and/or practice. Blakely Decl., ¶ 16. All In One further argues that Plaintiff's rest period
17 claim is not amenable to class treatment, since individual inquiries would be required to determine
18 which employees failed to take rest periods, how many rest periods they failed to take, and the
19 reasons why each employee failed to take rest period(s) on a particular shift. *Id.* These
20 manageability concerns are especially present with respect to rest period claims, All In One
21 argues, given that rest periods are not recorded. *Id.* Given these defenses, Plaintiff discounted this
22 maximum amount by 65% for risk of non-certification, and an additional 65% for the risk of being
23 unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated
24 realistic exposure of approximately \$106,338. *Id.*

25 **Unreimbursed Business Expenses: \$24,375**

26 Plaintiff alleges that All In One failed to reimburse him and other Class Members for all
27 reasonable and necessary work expenditures, including the use of personal vehicles and cellular
28 phones. Blakely Decl., ¶ 17. Plaintiff estimates All In One's maximum liability for its failure to

1 reimburse employees for usage of their personal tools at approximately \$97,500 (3,900 aggregate
2 months in Class Period * \$25.00 per month in expenditures). *Id.*

3 As noted above, All In One argues that employees were reimbursed for mileage and
4 cellular phone expenses that they submitted. Blakely Decl., ¶ 17. All In One further argues that
5 this claim would require individual inquiries into whether Class Members actually used their
6 personal vehicles and cellular phones for work purposes, how much expense they incurred,
7 whether they submitted a request for reimbursement, and the reasonableness of that expense, thus
8 precluding class certification. *Id.* Based on these defenses, Plaintiff discounted the estimated
9 maximum amount by 50% for risk of non-certification and potential inability to proceed on a
10 classwide basis due to the arbitration agreements, and by an additional 50% to account for risk of
11 losing on the merits or failure to recover the maximal amount sought, to arrive at an estimated
12 exposure of approximately \$24,375. *Id.*

13 **Wage Statement Penalties: \$20,643**

14 Plaintiff alleges that All In One is liable for wage statement penalties as a result of the
15 unpaid wages and unpaid meal and rest period premiums. Blakely Decl., ¶ 18. Those penalties
16 are calculated as \$50 for each “initial” violation and \$100 for each “subsequent” violation, with
17 a maximum of \$4,000 per employee. *Id.*; see Labor Code § 226(e). Plaintiff’s analysis reflected
18 that there were approximately 63 unique employees and approximately 1,506 pay periods worked
19 during the liability period applicable to Plaintiff’s wage statement claim. *Id.* Plaintiff, therefore,
20 calculated All In One’s maximum potential wage statement exposure at approximately \$147,450
21 ((63 employees * \$50 initial violation) + (1,443 remaining pay periods * \$100 subsequent
22 violation). *Id.*; see also Labor Code § 226(e).

23 In light of All In One’s arguments that no violations occurred, that employees suffered no
24 “injury,” that any alleged violations were not “knowing and intentional,” that wage statements
25 always accurately reflected hours worked and amounts paid, as well as risks associated with
26 Plaintiff’s underlying claims discussed above, Plaintiff discounted the maximum exposure by
27 60% for risk of non-certification, and by an additional 65% for risk of being unsuccessful on the
28 merits, for an estimated realistic exposure of approximately \$20,643. Blakely Decl., ¶ 18.

1 Waiting Time Penalties: \$19,600

2 All In One's records show approximately 20 Class Members who are eligible for waiting
3 time penalties. Blakely Decl., ¶ 19. Based on an hourly rate of \$25.52, Plaintiff estimated the
4 average waiting time penalty per former employee to be approximately \$6,125 ($\$25.52 * 8$ hours
5 per day * 30 days). *Id.* Therefore, Plaintiff calculated All In One's maximum exposure for
6 potential waiting time penalties to be approximately \$122,500 (20 former employees * \$6,125
7 average penalty). *Id.*

8 However, All In One presented several defenses to this claim, most notably their assertion
9 that because they possessed good-faith defenses to the underlying claims, any failure to pay wages
10 was not "willful" as a matter of law. Blakely Decl., ¶ 19. All In One further asserts that Plaintiff's
11 waiting time penalty exposure was grossly inflated as not every former employee experienced the
12 alleged Labor Code violations. *Id.* Moreover, because the waiting time claim is derivative of
13 Plaintiff's underlying wage claims, Plaintiff would need to overcome All In One's defenses, both
14 as to class certification and on the merits, as to his underlying claims. *Id.* To account for All In
15 One's defenses, Plaintiff discounted the maximum exposure by 60% for the risk of non-
16 certification and an additional 60% for the risk of losing on the merits and/or not receiving the
17 maximum penalties sought, to arrive at an estimated exposure of approximately \$19,600. *Id.*

18 PAGA Penalties: \$15,060

19 Plaintiff estimated a maximum total PAGA exposure of approximately \$150,600 (1,506
20 pay periods * \$100 "initial" penalty). Blakely Decl., ¶ 20; *Amaral v. Cintas Corp. No. 2*, 163
21 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation rate applies until employer is notified
22 that it is violating a Labor Code provision). However, these penalties derive from the underlying
23 wage and hour violations discussed above, which All In One disputes vigorously. Blakely Decl.,
24 ¶ 20; *see e.g., Green v. Lawrence Service Co.* 2013 WL 3907506, *5, n.5 (C.D. Cal. 2013)
25 (explaining that a PAGA claim's success was determined by the merits of its underlying claims).
26 All In One also asserts that the Court would drastically reduce any award of PAGA penalties as
27 "confiscatory." Blakely Decl., ¶ 20; *see also Thurman v. Bayshore Transit Mgmt., Inc.*, 203
28 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien*

1 *Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing
2 PAGA penalties from \$2.8 million to \$500,000). Therefore, Plaintiff discounted the maximum
3 figure by 60% for the risk of losing on the merits and/or not recovering a PAGA penalty for each
4 and every pay period, and an additional 75% to account for the possibility of this Court reducing
5 penalties, to arrive at an estimated exposure of approximately \$15,060. Blakely Decl., ¶ 20.

6 Using these estimated figures for each of the claims described above, Plaintiff predicted
7 that the potential realistic recovery for the Settlement Class would be approximately \$433,413.
8 Blakely Decl., ¶ 21. The proposed Settlement of \$380,000.00 represents approximately 88% of
9 the reasonably forecasted recovery for the Settlement Class. *Id.* Preliminary approval is
10 appropriate since the Settlement will provide significant monetary relief to the Settlement Class,
11 which is consistent with what Plaintiff’s counsel believes could have been recovered had the case
12 proceeded through trial.

13 **e. The Experience and Views of Counsel**

14 “Parties represented by competent counsel are better positioned than courts to produce a
15 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific*
16 *Enterprises Securities Litigation* 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiff is represented
17 by competent, experienced counsel who possess extensive experience prosecuting and defending
18 wage-and-hour class actions and who have been appointed as class counsel in numerous cases
19 alleging similar claims. *See* Blakely Decl., ¶¶ 2-6; *see also* Declaration of Paul K. Haines (“Haines
20 Decl.”), ¶¶ 2-8; Declaration of Kristopher N. Tayyeb (“Tayyeb Decl.”) ¶¶ 2-5. Class Counsel
21 conducted an in-depth review of All In One’s payroll records and drew on their extensive
22 experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case. *See* Blakely
23 Decl., ¶¶ 14-21. The Settlement was also reached with the assistance of an experienced and
24 respected wage-and-hour class action mediator. *Id.*, at ¶ 11. This factor strongly supports
25 preliminary approval of the Settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.

26 **2. The Preliminary Approval Standard Is Met**

27 At this stage, the Court can grant preliminary approval of the Settlement and direct that
28 notice be given if the proposed Settlement: (1) falls within the range of possible approval; (2)

appears to be the product of serious, informed, and non-collusive negotiations; and (3) has no obvious deficiencies. *See* Manual for Complex Litigation § 30.41(3rd Ed. 1995); 4 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

a. The Settlement Is Within the Range of Possible Approval

The proposed Settlement reflects approximately 88% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation risks and will provide tangible, substantial monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case far exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.*, Case No. C-06-4068 MMC, 2007 WL 221862, *4 (N.D. Cal. 2007) (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement representing about one-sixth of potential recovery); *Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (“it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial”). Further, the average Individual Settlement Payment of approximately \$3,015.38 exceeds average payments achieved in other wage and hour class action settlements.⁴ Thus, Plaintiff submits that the proposed settlement is within the range

⁴ *See e.g., Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct. May 9, 2012) (average net recovery of approximately \$105); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (Los Angeles County Super. Ct. Jan. 2, 2009) (average net recovery of approximately \$90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average recovery of approximately \$65); *Lim v. Victoria’s Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately \$35); *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (Los Angeles County Super. Ct. July 23, 2010) (average net recovery of approximately \$20); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008) (wage and hour class action settlement approved where average recovery was approximately \$60); *Schiller v. David’s Bridal, Inc.*, Case No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 at *17 (E.D. Cal. June 11, 2012) (“Class Members will receive an average of approximately \$198.70...[T]his is a substantial recovery where Defendants asserted compelling defenses to liability; Plaintiff also notes several similar actions where the gross recoveries per class member were less than \$90...[T]he Court finds that the results achieved are

1 of possible approval, such that notice should be provided to the Class Members so that they can
2 consider the Settlement. The Court will have the opportunity to again assess the reasonableness
3 of the Settlement after the Class Members have had the opportunity to opt-out or object.

4 **b. The Settlement Resulted from Serious, Informed Negotiations**

5 The Settlement resulted from extensive informal discovery and a full-day mediation.
6 Thus, it is entitled to a presumption of fairness *See Kullar, supra*, 168 Cal.App.4th at 130. As
7 discussed above, Plaintiff carefully vetted the claims at issue, reviewed extensive payroll data,
8 and conducted a detailed statistical analysis of the data to arrive at his estimated class-wide
9 damages figures. *See Blakely Decl.*, ¶¶ 14-21. Thus, this factor supports preliminary approval.

10 **c. The Settlement Is Devoid of Obvious Deficiencies**

11 Preliminary approval of the Settlement is also warranted because there are no obvious
12 deficiencies. The Settlement will provide substantial monetary relief to Class Members. The
13 amounts proposed for Class Counsel’s attorneys’ fees and costs, LWDA payment, Plaintiff’s
14 Class Representative Service Payment, and settlement administration costs are all reasonable and
15 appropriate based on the facts of this case. Because the Settlement is devoid of obvious
16 deficiencies, this factor supports preliminary approval.

17 **B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS**

18 The Settlement Class satisfies the criteria for certification because: (1) it is sufficiently
19 numerous; (2) common questions of law and fact predominate; (3) Plaintiff’s claims are typical;
20 and (4) Plaintiff and his counsel will adequately represent them. Cal. Code Civ. Proc. § 382.

21 **1. The Proposed Class Is Ascertainable and Numerous**

22 A class is “ascertainable” where the members “may be readily identified without
23 unreasonable expense or time by reference to official [or business] records.” *See Sevidal v. Target*
24 *Corp.* 189 Cal.App.4th 905, 916 (2010) (alterations in original). Here, the proposed class is
25 defined as all current and former non-exempt or hourly paid employees who worked for All In
26 One in California during the Class Period. *See Settlement*, ¶ 1.6. Therefore, Class Members can

27 _____
28 good”); and *Williams v. Centerplate, Inc.*, Case Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC,
2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (average recovery of approximately \$108).

1 be identified from All In One’s personnel and employment records. All In One represents that the
2 Settlement Class consists of approximately 65 current and former non-exempt employees. *See*
3 Blakely Decl., ¶ 13. It would therefore be impracticable to bring all Class Members before the
4 Court or for each Class Member to bring an individual lawsuit. Thus, the proposed Settlement
5 Class satisfies numerosity. *See, e.g., Bowles v. Sup. Ct.*, 44 Cal.2d 574 (1955) (holding a class
6 representing 10 beneficiaries of a trust sufficiently numerous).

7 **2. Common Issues of Law and Fact Predominate**

8 The focus in a certification dispute is not on the merits but rather on what types of
9 questions, “common or individual,” are likely to arise in the Action. *See Sav-On Drug Store, Inc.*
10 *v. Superior Court (Rocher)* 34 Cal.4th 319, 327 (2004). Plaintiff’s claims are predicated on,
11 among other issues, All In One’s uniform timekeeping and meal and rest period policies/practices.
12 These types of claims are commonly held to be proper for class certification. *See e.g., Benton v.*
13 *Telecom Network Specialists, Inc.*, 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest
14 period claims).

15 **3. The Claims of the Named Plaintiff Are Typical**

16 The typicality requirement is satisfied where class representatives have claims that are
17 typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* 191
18 Cal.App.3d 1341, 1347 (1987) (finding typicality satisfied where named plaintiff purchased the
19 same goods as the putative class in a consumer class action). Here, Plaintiff’s claims are typical
20 of those held by the Class Members. First, All In One employed Plaintiff as a non-exempt
21 employee during the Class Period, and Plaintiff was subject to All In One’s wage and hour policies
22 at issue in this case. *See Gracias Decl.*, ¶ 2. Second, Plaintiff was injured by the same challenged
23 policies/practices that allegedly injured the Settlement Class as a whole. For example, Plaintiff
24 asserts that he was deprived of wages and contends that he was deprived of all legally compliant
25 meal and rest periods. *Id.*, at ¶ 3. Plaintiff further asserts that he was not reimbursed for all
26 necessary business expenses, did not receive accurate and compliant wage statements and did not
27 receive all wages at the time of separation of employment. *Id.* Because Plaintiff suffered the same
28 injuries as the other members of the Settlement Class, the typicality requirement is satisfied.

1 **4. Plaintiff and Class Counsel Will Fairly and Adequately Represent the**
2 **Class**

3 The adequacy requirement examines conflicts of interest between named parties and the
4 class(es) they seek to represent. *See Capital People First v. State Dept. of Developmental Services*
5 155 Cal.App.4th 676, 697 (2007). Plaintiff and his counsel will adequately represent the
6 Settlement Class, as there are no conflicts between Plaintiff and the proposed Settlement Class,
7 and Plaintiff possess claims that are in line with those of the Settlement Class. *See McGhee v.*
8 *Bank of America* 60 Cal.App.3d 442, 450-51 (1976) (adequacy satisfied where there was no
9 indication that Class Counsel were not qualified and the named plaintiff had no interests
10 antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage
11 and hour class action litigation. *See Haines Decl.*, ¶¶ 2-8; *Blakely Decl.*, ¶¶ 2-6; *Tayyeb Decl.*, ¶¶
12 2-5.

13 **C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE**

14 This Court should order distribution to the Settlement Class of the proposed Class Notice
15 by U.S. Mail, postage prepaid, in English and Spanish, using the last known mailing address
16 information provided by All In One *See Settlement*, ¶¶ 1.11, 7.4, 7.4.1. This manner of giving
17 notice is the “best notice practicable” under the circumstances because it provides “individual
18 notice to all members who can be identified through reasonable effort.” *See Eisen v. Carlisle &*
19 *Jacquelin* 417 U.S. 156, 173 (1974). Here, Plaintiff proposes the settlement be administered by
20 Xpand Legal Consulting (“Xpand”), an experienced class action settlement administrator. *See*
21 *Declaration of Jonathan Paul* (“Paul Decl.”) and attached exhibits. Class Members’ addresses will
22 be ascertainable through All In One’s personnel and payroll records, which All In One will
23 provide to Xpand within fifteen (15) days All In One’s receipt of the Court’s order granting
24 preliminary approval of the Settlement. *See Settlement*, ¶ 7.4. Within fourteen (14) days of receipt
25 of the Class Members’ addresses, Xpand will run the names of all Class Members through the
26 National Change of Address database to update addresses and mail the Class Notice to all Class
27 Members via First Class U.S. mail. *Id.*, at ¶ 7.4.1. To the extent that any notices are returned,
28 Xpand will perform a “skip trace” to track any Class Member’s current mailing address. *Id.*, at ¶

7.4.2.

The proposed Class Notice satisfies Cal. Rule of Court 3.766(d) because it advises Class Members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Class Member, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. *See* Blakely Decl., Exh. A to Exh. 1. The proposed Class Notice will also notify Class Members of the final approval hearing date and provides the Settlement Class contact information for Class Counsel and advises Class Members that they may enter an appearance through counsel if they wish to. *Id.* This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Class Members.

D. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for Final Approval of the Settlement on a date appropriately scheduled to follow the deadline by which Class Members must file objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily approve the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order submitted concurrently herewith.

Dated: August 10, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff